CITY COUNCIL REGULAR AGENDA - CORRECTED

Tuesday, June 9, 2026

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, June 9, 2026, at 5:30 PM at the City Council Chambers Located at 307 East 4th Street, Big Spring, Texas. **We welcome the public to attend the meeting via telecommunication. Citizens will be able to view the City Council Meeting on Our Local Channel 17 through Optimum or on Our Website http://mybigspring.com/224/Channel-17-Live.**

CITY COUNCIL MEETING ETIQUETTE

Gentlemen are requested to remove their hats inside the City Council Chambers. As a courtesy to those in attendance, please place your cell phone on "Silent" or "Vibrate." Please, no talking during the meetings. Take all conversations outside so that others can hear. Thank you!

Open Session

1. Call to Order — Moore
2. Invocation — Moore
3. Pledge of Allegiance to the United States Flag and to the Texas State Flag — Moore

Public Comment

Public Comment – Members of the public are entitled to speak on any topic. Additionally, members of the public may comment on any action item before or during its consideration. Speakers are Requested to Stand at the Podium and State Their Name and Address. Speakers Should Fill out the Form at the Podium and Turn it into the City Secretary. Please Do Not Exceed Five (5) Minutes.

4. **Public Comment** — Moore

Announcements, Presentations and Public Hearings

Public Hearings – The Council will take Input on Items Requiring Public Hearing Items **Prior** to any Action.

City Manager's Report

5. City Manager's report on the following items: Darden

- Large Item Pickup, District 6 - June 17th
- Update - E-Waste

Consent Items

6.	Approval of the City Council Minutes for the Regular Meeting of May 26, 2026	6-11	Davis
7.	Acknowledge Receipt of the Big Spring Economic Development Board of Directors Minutes for the Regular Meeting of April 7, 2026	12-13	Sankey
8.	Acknowledge Receipt of the Planning and Zoning Commission Minutes of the Regular Meeting of April 21, 2026	14-15	Bowles
9.	Acknowledge Receipt of the Zoning Board of Adjustments Minutes for the Regular Meeting of May 6, 2026	16-17	Bowles
10.	Acknowledge Receipt of the McMahon-Wrinkle Aviation Advisory Board Minutes for the Regular Meetings of March 19, 2026 and April 16, 2026	18-21	Feeley
11.	Final Reading of an Ordinance Granting a Partial Ad Valorem Tax Exemption for Tax Year 2025 for the Homestead of any Married or Unmarried Adult; Finding and Determining that the Meetings at Which the Ordinance was discussed were Open to the Public as Required by Law; Providing for Severability; Providing for Repeal of Conflicting Ordinances; Providing for Publication; and Providing an Effective Date	22-24	Smith
12.	Final Reading of an Ordinance Authorizing a Zone Change, ZC26-02, Amending the Big Spring Zoning Ordinance by Rezoning Approximately 0.179 Acre Tract of Land Lying In and Being in the Section 42, Block 32, T-1-N Tract 34 William B. Currie, T&P RR Co Survey in Big Spring, Howard County, TX also Known as 200 NE 8th Street from Neighborhood Service (NS) to Single Family-3 (SF-3); Providing for Repeal	25-26	Bowles

of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Publi as Required by Law; and Providing an Effective Date

Vouchers

13.	Vouchers for 05/22/26	$	810,848.95		Blackburn
	Vouchers for 05/29/26	$	59,549.43		

Bids

14.	Consideration and Possible Action to Award a Bid for New Website for the Convention and Visitors Bureau (CVB) and Authorizing the City Manager or His Designee to Execute any Necessary Documents	27-28	Himes
15.	Consideration and Possible Action to Award a Bid for a Portable Litter Fence System for the Big Sandy Landfill and Authorizing the City Manager or His Designee to Execute any Necessary Documents	29-31	Bowles
16.	Consideration and Possible Action to Award a Bid for a Server Replacement and Authorizing the City Manager or His Designee to Execute any Necessary Documents	32-33	Medina

New Business

17.	Consideration and Possible Action to Accept a Grant from the F. Marie Hall Foundation to be Used Toward the Construction of a New Big Spring Community Center	34	Himes
18.	First Reading of a Resolution Updating the Personnel Policies to Comply with State Law and Giving the City Manager Authority to Set Procedures for Handling Public Information Requests; Providing for the Repeal of Conflicting Legislation; Providing for Severability; and Finding and Determining that the Meetings at Which the Resolution were Discussed were Open to the Public as Required by Law; and Establishing an Effective Date	35-46	Medina
19.	First Reading of an Ordinance Amending the Purchasing Procedure Manual to Expand and Clarify the City's Authority to Use Cooperative Purchasing Methods; Providing for the Repeal of Conflicting Legislation; Providing for Severability; and Finding and Determining that the Meetings at Which the Resolution were Discussed were Open to the Public as	47-53	Medina

Required by Law; and Establishing an Effective Date

20.	First Reading of an Ordinance Authorizing a Convenience Fee for Certain Card Payments of Ambulance and Fire and Rescue Service Fees and a Reimbursement Fee for Card Payments to Municipal Court and Amending the Big Spring City Code; Repealing Section 2-196 of the Big Spring City Code; Adding Sections 22-13 and 22-14 to Chapter 22 of the Big Spring City Code; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed Were Open to the Public as Required by Law; and Providing an Effective Date	54-59	Smith
21.	Consideration and Possible Action to Approve an Agreement with Atlantic Employee Screening for Employment Screening Services and Authorizing the City Manager or His Designee to Execute any Necessary Documents	60-107	Medina
22.	Consideration of an Amendment to the Black Forest Ventures Aviation RE, LLC Lease for Premises at McMahon-Wrinkle Airport for the Proposed Development of an 18,000 Square Foot Aircraft Hangar, 2,400 Square Feet of Associated Office Space and 5,000 Square Feet of Vehicle Parking Lot, Adjacent to Taxiway Bravo and South of the Fuel Farm, and Authorizing the City Manager to Negotiate and Execute any Necessary Documents Associated with the Amendment	108-113	Feeley
23.	Consideration and Possible Action to Approve an Agreement for Professional Services between the City of Big Spring and the Law Offices of Environmental Litigation Group, P.C. to Provide Assistance with Legal Services and Special Expertise involving the Collection of a Delinquent Obligation Owed to the City by Judgement and Authorizing the City Manager or His Designee to Execute any Necessary Documents	114-121	Hagen

Other Business

24.	Final Reading of a Resolution Authorizing the City Manager or His Designee to Enter into a Multiple-Use Agreement with the Texas Department of Transportation Allowing the Installation and Operation of Automated License Plate Recognition Cameras in Texas Department of Transportation Right-of-Way; and Providing an Effective Date	122-...	Williams

Council Input

25. Input Moore

Executive Session

26. ADJOURN into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section 551.071, Texas Government Code, "Consultation with Attorney; Closed Meeting," and the Texas Disciplinary Rules of Professional Conduct, to Provide Legal Advice and Counsel on: Moore

    - Casias v. City of Big Spring, Texas, et al., Civil Action No. 1:26-CV-00024-H-BU, United States District Court, Northern District of Texas; and
    - Contemplated Litigation.

27. Reconvene into Open Session and Take any Necessary Action on Executive Session Items Moore

28. Adjourn Moore

The City Council reserves the right to meet in executive session on any agenda item should the need arise pursuant to Chapter 551, Subchapter D of the Texas Government Code, or the Texas Disciplinary Rules of Professional Conduct.

I hereby certify that this agenda was posted on the official bulletin board at the City of Big Spring, City Hall Building, located outside 310 Nolan Street. Given by order of the City Council and **Posted on Wednesday, June 3, 2026** in accordance with Title 5, Texas Government Code and Chapter 551.

In addition, this agenda and supporting documents are posted on the City of Big Spring's Website, www.mybigspring.com, in accordance with legal requirements.

Tami L. Davis

Tami L. Davis, City Secretary

THE MEETING FACILITY IS ACCESSIBLE TO DISABLED PERSONS. ANY DISABLED PERSON NEEDING SPECIAL ACCOMMODATION OR A HEARING IMPAIRED PERSON WISHING TO HAVE AN INTERPRETER SHOULD REQUEST SERVICES AT LEAST 48 HOURS PRIOR TO THE SCHEDULED MEETING BY CONTACTINGTAMI DAVIS AT 432-264-2513 OR EMAIL: TDAVIS@MYBIGSPRING.COM.

STATE OF TEXAS :
COUNTY OF HOWARD :
CITY OF BIG SPRING :

The City Council of the City of Big Spring, Texas, met in a Regular Meeting in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, May 26, 2026, with the following members present in person:

MAYOR ROBERT MOORE
MAYOR PRO TEM DIANE YANEZ
COUNCIL MEMBER HOMER WILKERSON
COUNCIL MEMBER DANIEL MORENO
COUNCIL MEMBER GLORIA BLACKBURN
COUNCIL MEMBER JOSEPHINE OCHOA
COUNCIL MEMBER GARY GILLIHAN

Same and constituting a quorum, for which four Council Members must be present; and the following staff in person;

TODD DARDEN	City Manager
JOHN MEDINA	Assistant City Manager
ANDREW HAGEN	City Attorney
SHANE BOWLES	Public Works Director
CHAD WILLIAMS	Police Chief
JAY HOLT	Fire Chief
MIKE FEELEY	Airpark Director
SANDY SMITH	Finance Director
SUSAN HIMES	Community Services Director
TAMI DAVIS	City Secretary
MANDY HAYNES	Municipal Judge

Open Session

Call to Order

Mayor Moore called the City Council meeting to order at 5:30 p.m.

Invocation

Jesus Ochoa, Family Faith, gave the invocation.

Pledge of Allegiance to the United States Flag and to the Texas State Flag

Mayor Moore led the Pledge of Allegiance to the United States Flag and to the Texas State Flag.

Public Comment

Public Comment

There were comments made at this time.

Announcements, Presentations and Public Hearings

Open Public Hearing

MOTION WAS MADE BY Mayor Moore to open the below captioned public hearing, seconded by Mayor Pro Tem Yanez.

YEAS: Mayor Moore, Mayor Pro Tem Yanez, Council Member Wilkerson, Council Member Moreno, Council Member Blackburn, Council Member Ochoa, Council Member Gillihan **7**

NAYS: None **0**

MOTION PASSED

PUBLIC HEARING - Regarding a Zone Change (ZC26-02) for 200 NE 8th Street from Neighborhood Services (NS) to Single Family-3 (SF-3) Zoning for a 0.179 Acre Tract of Land Lying In and Being in the Section 42, Block 32, T-1-N Tract 34 William B Currie, T&P RR Co Survey in Big Spring, Howard County, TX

Shane Bowles, Public Works Director, explained the above captioned zone change that was approved by the Planning and Zoning Commission for the applicant to put a mobile home on the property.

Close Public Hearing

MOTION WAS MADE BY Mayor Moore to close the above captioned public hearing, seconded by Mayor Pro Tem Yanez.

YEAS: Mayor Moore, Mayor Pro Tem Yanez, Council Member Wilkerson, Council Member Moreno, Council Member Blackburn, Council Member Ochoa, Council Member Gillihan **7**

NAYS: None **0**

MOTION PASSED

City Manager’s Report

City Manager's report on the following items:

- Update Large Item Pickup, District 5
- Russ McEwen Aquatic Center Open, May 30th

Todd Darden, City Manager, reported on the above listed items as follows: Large item pickup for District 5 picked up 13.75 tons of items; and the Russ McEwen Aquatic Center will open for the summer on May 30th.

Consent Items

Approval of the City Council Minutes for the Regular Meeting of May 12, 2026

Final Reading of a Resolution Authorizing the City Manager or His Designee to Enter into a Multiple-Use Agreement with the Texas Department of Transportation Allowing the Installation and Operation of Automated License Plate Recognition Cameras in Texas Department of Transportation Right-of-Way; and Providing an Effective Date

Final Reading of a Resolution Reauthorizing the Tax Abatement Guidelines and Criteria; Providing for Severability; and Providing an Effective Date

MOTION WAS MADE BY Council Member Wilkerson to approve the above captioned minutes and resolutions, seconded by Mayor Pro Tem Yanez.

- **One citizen asked to remove one of the resolutions from the consent items to vote on separately. No Council Member changed the above captioned motion and all items were voted on together.**

YEAS: Mayor Moore, Mayor Pro Tem Yanez, Council Member Wilkerson, Council Member Blackburn, Council Member Ochoa, Council Member Gillihan **6**
NAYS: Council Member Moreno **1**

MOTION PASSED

Vouchers

Vouchers for 05/08/26	$	507,160.04
Vouchers for 05/15/26	$	1,953,399.16

Council Member Blackburn reviewed the above captioned vouchers.
MOTION WAS MADE BY Council Member Blackburn to approve the above captioned vouchers, seconded by Council Member Wilkerson.
YEAS: Mayor Moore, Mayor Pro Tem Yanez, Council Member Wilkerson, Council Member Moreno, Council Member Blackburn, Council Member Ochoa, Council Member Gillihan **7**
NAYS: None **0**

MOTION PASSED

New Business

First Reading of an Ordinance Granting a Partial Ad Valorem Tax Exemption for Tax Year 2025 for the Homestead of any Married or Unmarried Adult; Finding and Determining that the Meetings at Which the Ordinance was discussed were Open to the

Public as Required by Law; Providing for Severability; Providing for Repeal of Conflicting Ordinances; Providing for Publication; and Providing an Effective Date

MOTION WAS MADE BY Mayor Moore to approve the above captioned ordinance, seconded by Council Member Wilkerson.

YEAS: Mayor Moore, Mayor Pro Tem Yanez, Council Member Wilkerson, Council Member Moreno, Council Member Blackburn, Council Member Ochoa, Council Member Gillihan	**7**
NAYS: None	**0**

MOTION PASSED

First Reading of an Ordinance Authorizing a Zone Change, ZC26-02, Amending the Big Spring Zoning Ordinance by Rezoning Approximately 0.179 Acre Tract of Land Lying In and Being in the Section 42, Block 32, T-1-N Tract 34 William B. Currie, T&P RR Co Survey in Big Spring, Howard County, TX also Known as 200 NE 8th Street from Neighborhood Service (NS) to Single Family-3 (SF-3); Providing for Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Publi as Required by Law; and Providing an Effective Date

MOTION WAS MADE BY Council Member Wilkerson to approve the above captioned ordinance, seconded by Council Member Gillihan.

YEAS: Mayor Moore, Council Member Wilkerson, Council Member Blackburn, Council Member Ochoa, Council Member Gillihan	**5**
NAYS: Mayor Pro Tem Yanez, Council Member Moreno	**2**

MOTION PASSED

Consideration and Possible Action to Approve an Agreement with the YMCA for Lifeguard Services at the Russ McEwen Family Aquatic Center and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Mayor Pro Tem Yanez to approve the above captioned agreement, seconded by Council Member Gillihan.

YEAS: Mayor Moore, Mayor Pro Tem Yanez, Council Member Wilkerson, Council Member Moreno, Council Member Blackburn, Council Member Ochoa, Council Member Gillihan	**7**
NAYS: None	**0**

MOTION PASSED

Consideration and Possible Action to Authorize the Mayor to Execute a Tax Deed for the Sale of Real Property Located on Lot Four (4), Block Four (4), Monticello Addition, City of Big Spring, Howard County, Texas, Commonly Known as 1202 Michael Avenue, Which is Held by the City of Big Spring, in Trust, to Joshua C. Walker.

MOTION WAS MADE BY Council Member Wilkerson to approve the above captioned sale in the amount of $2,950.00, seconded by Mayor Pro Yanez.

YEAS: Mayor Moore, Mayor Pro Tem Yanez, Council Member Wilkerson,	**7**

Council Member Moreno, Council Member Blackburn, Council Member Ochoa, Council Member Gillihan
NAYS: None **0**

MOTION PASSED

Consideration and Possible Action to Authorize the Mayor to Execute a Tax Deed for the Sale of Real Property Located on South 112.9 Feet of the West Half (W/2) of Lot Nine (9), Block Ninety-nine (99), Original Town of Big Spring, Howard County, Texas, Commonly Known as 631 Sargent Paredez, Which is Held by the City of Big Spring, in Trust, to Gregory Cruz.

MOTION WAS MADE BY Council Member Wilkerson to approve the above captioned sale in the amount of $2,001.00, seconded by Council Member Ochoa.

YEAS: Mayor Moore, Mayor Pro Tem Yanez, Council Member Wilkerson, Council Member Moreno, Council Member Blackburn, Council Member Ochoa, Council Member Gillihan **7**
NAYS: None **0**

MOTION PASSED

Boards and Committees

Consideration and Possible Action to Reappoint the Below Listed Board Members:

CRMWD Board of Directors - Effective June 1, 2026

Dr. John Myers
Joel De La Garza

MOTION WAS MADE BY Council Member Wilkerson to appoint the above captioned members to the CRMWD Board of Directors, seconded by Council Member Gillihan.

YEAS: Mayor Moore, Mayor Pro Tem Yanez, Council Member Wilkerson, Council Member Moreno, Council Member Blackburn, Council Member Ochoa, Council Member Gillihan **7**
NAYS: None **0**

MOTION PASSED

Council Input

Input

Mayor Pro Tem Yanez would like to tour Downtown regarding some complaints on some buildings.
Council Member Gillihan thanked Todd for fixing a fire hydrant.
Council Member Moreno would like to meet with Oncor regarding more lighting on Birdwell Lane.

Adjourn
Mayor Moore adjourned the City Council meeting at 5:55 p.m.

____
Robert H. Moore III, Mayor

ATTEST:

____
Tami L. Davis, City Secretary

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, April 7, 2026, 5:15 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas

The Regular Meeting of the April 7, 2026, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on March 31, 2026, to the Board of Directors, the news media, and duly posted, by Teresa Morris in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Tuesday April 7, 2026, at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is Public Comment, Action on Minutes of the March 17, 2026 Regular Meeting, Directors Report, Executive Session, Action as a Result of Executive Session, Board Comment, and Adjourn".

Directors Present:

Mr. Terry McDaniel- President
Mr. Taylor Parks- Vice President
Mr. Nolan Dominguez- Secretary/Treasurer
Mr. Gary Fuqua
Mr. Scott Emerson

Directors Absent:

Mr. Mundy Weeks
Mr. Chad Wash

Staff Present:

Mrs. Susan Sankey, Ms. Teresa Morris

Guests that signed in: Daniel Moreno, Lee Sankey

AGENDA ITEM #1 – Call to Order/Invocation and Pledge:
Mr. McDaniel called the meeting to order at 5:15 p.m. Mr. Fuqua led the invocation and pledge.

AGENDA ITEM #2- Public Comment:
None

AGENDA ITEM #3-Consideration/Action to Approve Minutes of the March 17, 2026, Regular Meeting:
Mr. McDaniel presented the Minutes. Mr. Parks made a motion to approve the minutes seconded by Mr. Fuqua The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #4- Directors Report:
Mrs. Sankey gave an update on:
Sales Tax, Projects and Networking, Education and Meetings:
Onboarding, Orientation at City of Big Spring, Visit to Big Spring Visitor Center, Met with John Medina, Assistant City Manager, Met with Mike Feeley, Airport Director, Met with Taylor McAlpine and Matt Stevens, Leading EDG, Attended reception at hospital for outgoing CEO, Radio interview with KBYG Radio – Big Spring Issues, Attended Chamber of Commerce Lunch & Learn with, representatives of Shannon Clinic, High Ground – Site Selectors Summit, Odessa (April 14-15), IAMC – Spring Conference, Little Rock AR (April 19-22), PFIA Training, Howard College 50th Anniversary of the Nursing Program, Area Development- Site Selectors Summit, New Orleans (June 1-3), Howard County Group, I-27 Advisory Committee, next meeting tentatively scheduled for May 19, 2026.

AGENDA ITEM #5- Adjourn into Executive Session in Accordance with Texas Government Code, Section 551.087 to Discuss or Deliberate Prospect Activity and in accordance with Texas Government Code, and Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

- **Prospective Activity**
- **Personnel**

Mr. McDaniel adjourned the Board into Executive Session at 5:24 pm, April 7, 2026. Mr. McDaniel called the Executive Session to order at 5:25 pm. Mr. McDaniel adjourned out of executive session at 7:07 pm, April 7, 2026. Mr. McDaniel reconvened into open session at 7:10pm., April 7, 2026.

AGENDA ITEM #6- Action as a Result of Executive Session:
Motion to engage in an Administrative Services Agreement between BSEDC and the City of Big Spring to formally engage in an agreement to have the City of Big Spring perform certain tasks including I.T., Finance, Expense, and Payroll for BSEDC was made by Mr. Parks, seconded by Mr. Emerson. Motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

Motion to have the BSEDC Director review the Associate Director's job description to remove administrative duties after the Administrative Service Agreement between BSEDC, and the City of Big Spring is approved was made by Mr. Emerson, seconded by Mr. Fuqua. Motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

Motion to approve the Executive Director's enrollment of the Master Economic Development Practitioner program was made by Mr. Emerson, seconded by Mr. Parks. Motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

Motion to instruct staff to engage in legal agreements related to marketing discussed in executive session to be brough back to the board for consideration/action was made by Mr. Park, seconded by Mr. Fuqua. Motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

Motion to authorize the Executive Director to make upgrades to the BSEDC facility in the amount of $20,000 was made by Mr. Emerson, seconded by Mr. Parks. Motion passed 5 to 0 with all members present voting "aye' in favor of the motion.

AGENDA ITEM #7-Board Comments:
The Board welcomed Mrs. Sankey.

AGENDA ITEM #8- Adjourn:
Mr. McDaniel called for a motion to adjourn. The motion to adjourn was made by Mr. Emerson seconded by Mr. Parks. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion. The meeting adjourned at 7:16 pm on April 7, 2026.

Mr. McDaniel, President

ATTEST:

Mr. Nolan Dominguez, Secretary/Treasurer

STATE OF TEXAS :
COUNTY OF HOWARD :
CITY OF BIG SPRING :

The Planning and Zoning Commission of the City of Big Spring, Texas, met in a REGULAR Session in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, April 21, 2026, with the following board members:

• DALE AVANT	CHAIR
• BETH HENRY	MEMBER
KELLY HARRIS	MEMBER
JAN HANSEN	MEMBER
• TJ STEWART	MEMBER
• FELIX HOLGUIN	MEMBER
• ERIC ESCAMILLA	MEMBER

Same and constituting a quorum, for which four board members must be present; and the following were in person;

DALE AVANT	CHAIR
KELLEY HARRIS	MEMBER
FELIX HOLGUIN	MEMBER
JAN HANSEN	MEMBER
BETH HENRY	MEMBER

Open Session

Call to Order

Chairperson call meeting to order at 5:30 pm

Announcements, Presentations and Public Hearings

ZC26-01: Zone Change from Agricultural (AG) to Single Family -2 (SF-2) zoning for a .57-acre tract of land lying in and being in the NE/4 of Section 8, Block 32, T-1-S, T&P RR Co Survey in Big Spring, Howard County, TX and further described in a general warranty deed dated July 10, 2025, and recorded in volume 2303, pages 636-639 of the real property records of Howard County, Texas.

Consent Items

Approval of the minutes for the regular Planning & Zoning Commission held on February 17, 2026.

Member Harris made a motion to approve the minutes from the meeting held on February 17, 2026. Member Hanson seconded the motion.

Vote was 5 ayes 0 nays

New Business

ZC26-01: Zone Change from Agricultural (AG) to Single Family -2 (SF-2) zoning for a .57-acre tract of land lying in and being in the NE/4 of Section 8, Block 32, T-1-S, T&P RR Co Survey in Big Spring, Howard County, TX and further described in a general warranty deed dated July 10, 2025, and recorded in volume 2303, pages 636-639 of the real property records of Howard County, Texas.

Member Henry made a motion to approve and Member Holguin seconded.
Vote was 5 ayes 0 ayes

Adjourn

Motion to adjorn was made by Member Holguin and seconded by Member Harris.
Vote was 5 ayes 0 nays

Dale Avant, Chair

ATTEST:

Angela Brown

Angela Brown, Public Works Coordinator

STATE OF TEXAS :
COUNTY OF HOWARD :
CITY OF BIG SPRING :

The Zoning Board of Adjustments of the City of Big Spring, Texas, met in a REGULAR AGENDA in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, May 6, 2026, with the following members present in person:

Open Session

Chairperson Rodman made a motion to set a date for the next meeting on May 27, 2026, at 5:30 pm. Seconded by Member Zuniga.
Vote was 4 ayes 0 nays

Chairperson Rodman made a motion to set a date for regular meetings to be scheduled on the first Tuesday of every month if needed. Seconded on by Member Zuniga.
Vote was 4 ayes 0 nays

Chairperson Rodman made a motion for the Public Works Office to receive any appeals and forward them appeals to all Board Members. Seconded by Member Zuniga.
Vote 4 ayes 0 nays

Call to Order

The regular meeting for the Zoning Board of Adjustments meeting was called to order at 5:31 pm by Chairperson Rodman.

Public Comment

Public Comment

Paul Arms spoke about upcoming appeal.

Announcements, Presentations and Public Hearings

Consent Items

Motion to approve the minutes from the regular meeting held on August 24, 2022 was made by Member Hansen seconded by Member Sheedy.
Vote 4 ayes 0 nays

Old Business

New Business

Carrie Rodman

Chairperson Carrie Rodman

ATTEST:

Angela Brown

Angela Brown, Public Works Coordinator

BIG SPRING
TEXAS

McMahon-Wrinkle Aviation Advisory Board Meeting Minutes
March 19, 2026

The McMahon-Wrinkle Aviation Advisory Board met in Regular Session at 5:30 p.m., on Thursday, March 19, 2026, at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Steven Boatenhamer called the meeting to order at 5:30 p.m. with the following members in attendance:

Steven Boatenhamer Bob Miller Adriel Saldivar

Shane Schaffner Jonathan Ray

Also in attendance: Mike Feeley Andriana Olvera

Absent: Russ Rutledge John Scott

Item # 1
Call to Order
Steven Boatenhamer called the meeting to order at 5:30 p.m.

Item # 2
Review and approve minutes from February 19, 2026, meeting.
Motion to approve made by Jonathan Ray seconded by Bob Miller with all members voting "aye" for acceptance of the minutes as written.

Item # 3
Public Comment
There were no public comments at this time.

Item # 4
Airport Director's Report

- Abatement / Demolition of the Flight Academy and associated buildings – Demolition has been completed.
- First Responder Fitness Center – The roof has been repaired. A meeting with the consultant Jacob Martin and the contractor Onyx is held every Monday at three o'clock to get an updated status on the project.
- Taxiway Guidance signs – Project has been completed. 38 new signs installed.

- Runway 6/24 Design – The final design is currently being reviewed by TxDOT. The review process is two weeks. After it has been reviewed the project will go out for construction bids. This runway will be closed for approximately one year while under construction.

- GEO – GEO is currently in negotiations with ICE.

- Galaxy FBO – Officially taking over FBO operations on April 1st. Line techs will be moving into Airport Director's current office, and a new one will be built in pilot's lounge. Galaxy also absorbed two Airpark staff.

- NNA Polymers / Isomeric Inc. – A new press release will be released to promote construction 2026, production 2028.

- Multi Model Master Plan – After the schedule has been finalized it will be sent out to all board members. The Airport Advisory Board and the Economic Development Board will work together to come up with a plan to combine rail and trucking and create a distribution center. They will also be working together on marketing and rebranding.

- Hangar 25 Air Museum – The museum has not complied with the City's terms on their contract. Both entities are negotiating to resolve this.

- Vietnam Memorial – The board held a workshop recently and plan to move forward by representing to city council.

- Centerline and edge reflectors - Will be installed on April 13th.

Next Meeting Date is April 16, 2026

Adjournment: 7:00 P.M.

Approved by Steven Boatenhamer, Chairman

21 MAY 26
Date

BIG SPRING
TEXAS

McMahon-Wrinkle Aviation Advisory Board Meeting Minutes
April 16, 2026

The McMahon-Wrinkle Aviation Advisory Board met in Regular Session at 5:30 p.m., on Thursday, April 16, 2026, at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Steven Boatenhamer called the meeting to order at 5:30 p.m. with the following members in attendance:

Adriel Saldivar Russ Rutledge Shane Schaffner Jonathan Ray

Also in attendance: Mike Feeley Susan Sankey

Absent: John Scott Steven Boatenhamer Bob Miller

Item # 1
Call to Order
Steven Boatenhamer called the meeting to order at 5:30 p.m.

Item # 2
Review and approve minutes from March 19, 2026, meeting.
Approval of minutes moved to next meeting.

Item # 3
Public Comment
There were no public comments at this time.

Item # 4
Airport Director's Report

- First Responder Fitness Center – The project is expected to be completed by the end of May. Mike Feeley is currently getting quotes to stucco the exterior of the building.

- Runway 6/24 Design – The final design is currently being reviewed by TxDOT. The review process is two weeks. After it has been reviewed the project will go out for construction bids.

- GEO – No update at this time.

- Galaxy FBO – They have officially taken over FBO operations and moved into the terminal building. All the corporate hangars have begun reconstruction.

- NNA Polymers / Isomeric Inc. – Will arrive to Big Spring on Tuesday to give an update on the property that was purchased.

- Multi Model Master Plan – Kickoff is April 22nd. Mike Feeley Airport Director and Susan Sankey EDC Executive Director were named the project directors.

- Hangar 25 Air Museum – The museum has agreed to change their bi-laws.

- Centerline and edge reflectors – The lights have been installed. The total cost for improvement was $110,000 on a 95/5 cost share with the City paying 5%.

- Military Airport Program – Big Spring Airport was selected for the program and is set to begin October 2026 and end in September 2027. The parallel taxiway and the apron expansion were approved.

Next Meeting Date is May 21, 2026

Adjournment: 7:00 P.M.

Approved by Steven Boatenhamer, Chairman

21 MAY 26
Date

Memorandum

Date: May 26, 2026

From: Sandy Smith, Finance Director

To: Mayor and City Council

Re: Consideration of Ordinance Granting 2026 Homestead Property Tax Exemption

The proposed ordinance would establish the residential homestead exemption for the 2026 tax year in accordance with the Texas Constitution and Texas Property Tax Code. Under state law, municipalities are authorized to grant a local-option exemption to reduce the taxable value of qualifying homestead properties. This exemption applies only to a taxpayer's primary residence.

The ordinance provides for the following:

- Establishes a 20% exemption of market value for qualifying residence homesteads for tax year 2026
- Ensures a minimum exemption of $5,000, as required by state law
- Applies to any married or unmarried adult, including individuals living alone
- Limits the exemption to one homestead per taxpayer and prevents duplication among co-owners
- Provides that existing ad valorem tax pledges for debt service will not be impaired

The ordinance is consistent with Article 8, Section 1-b of the Texas Constitution and Section 11.13 of the Texas Property Tax Code.

Staff recommends approval of the ordinance granting a 20% homestead exemption for tax year 2026, consistent with state law and City policy objectives.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS GRANTING A PARTIAL AD VALOREM TAX EXEMPTION FOR TAX YEAR 2026 FOR THE HOMESTEAD OF ANY MARRIED OR UNMARRIED ADULT; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS the City Council finds that it would be in the best interest of the public welfare for the City Council to grant the residence homestead exemptions provided in Article 8, Section 1-b of the Texas Constitution and Section 11.13 of the Texas Property Tax Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AS FOLLOWS, THAT:

SECTION 1. As authorized by Article 8 Section 1-b(e) of the Texas Constitution and §11.13(n) of the Texas Property Tax code the City Council hereby exempts from municipal ad valorem taxation twenty percent (20%) of the market value of the residence homestead of a married or unmarried adult, including one living alone, for the tax year 2026. However, as provided in said constitutional provision, the amount of the exemption authorized pursuant to this section may not be less than Five Thousand Dollars ($5,000.00) unless the legislature by general law prescribes other monetary restrictions on the amount of this exemption. Also, as prescribed in said constitutional provisions, an eligible adult is entitled to receive other applicable exemptions provided by law. Further, as provided in said constitution provision, where ad valorem tax has previously been pledged for the payment of debt, the City of Big Spring may continue to levy and collect the tax against the value of the homesteads exempted under this section until the debt is discharged if the cessation of the levy would impair the obligation of the contract by which the debt was created.

SECTION 2. As set forth in Texas Tax Code §11.13, joint, community, or successive owners of property may not each receive the same exemption adopted by the ordinance for the same residence homestead. Furthermore, a person may not receive an exemption under Section 11.13 for more than one residence homestead in the same year.

SECTION 3. Should any section, paragraph, sentence, clause, phrase, or word of this ordinance be declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5. It is hereby officially found and determined that the meetings at which this Ordinance was adopted were open to the public and that public notice of the time, place, and purpose of said meetings was given as required by law.

SECTION 6. Upon final passage and approval of this Ordinance, the City Secretary is hereby directed to publish the caption of the ordinance that summarizes the purpose of the ordinance and the penalty for violating the ordinance twice as required by law.

SECTION 7. This Ordinance shall become effective upon its second publication.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the _____day of ________, ______,, with all members present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the _____day of ________, ______,, with all members present voting "aye" for passage of same.

____
Robert H. Moore, III, Mayor

ATTEST:

____
Tami L. Davis, City Secretary

ORDINANCE NO. ____________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AUTHORIZING ZC-26-02, AMENDING THE BIG SPRING ZONING ORDINANCE BY REZONING APPROXIMATELY 0.149 ACRE OF LAND IN SECTION 42, BLOCK 32 WILLIAM B. CURRIE, COMMONLY KNOWN AS 200 NORTHEAST 8TH STREET AND 202 NORTHEAST 8TH STREET, TEXAS FROM NEIGHBORHOOD SERVICES (NS) TO SINGLE FAMILY 3 (SF-3); PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission held a public hearing during a meeting on May 19, 2026; and

WHEREAS, the City Council held a public hearing during a regular meeting on May 26, 2026; and

WHEREAS, adopting this ordinance is in the public interest and is necessary to protect health, life and property, and to preserve the good government, order, and security of the municipality and its inhabitants;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS:

SECTION 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. The City Council hereby authorizes a rezone from Neighborhood Services (NS) to Single Family 3 (SF-3) of approximately 0.149 acre located in Section 42, Block 32, Survey 1 North, William B. Currie, commonly known as 200 Northeast 8th Street and 202 Northeast 8th Street, Big Spring, Texas, and more completely described as Tracts 1 and Tract 2 in a deed filed in the official land records of Howard County in volume 1696 pages 718 through 720.

SECTION 3. The City of Big Spring Zoning Map shall be amended to reflect the zoning designation of the above-described property as SF-3.

SECTION 4. All provisions of any ordinance, rule, regulation, or order of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict.

SECTION 5. Should any one or more sections or clauses of this Ordinance be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

<u>SECTION 6.</u> It is hereby officially found and determined that the meetings at which this Ordinance was adopted were open to the public and that public notice of the time, place and

<u>SECTION 7.</u> This Ordinance shall become immediately.

<u>SECTION 8.</u> This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the _____day of ________, ______, with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the _____day of _________, _______, with all members of the Council voting “aye” for the passage of same.

____
Robert H. Moore III, Mayor

ATTEST:

____
Tami L. Davis, City Secretary

MEMORANDUM

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council

CC: Todd Darden, City Manager

From: Susan Himes, Community Services Director

Date: May 26, 2026

Subject: CVB website

Action Requested

Approve the vendor selected for the Convention and Visitors Bureau website

Background

The existing website is outdated, not mobile friendly and was built on a program that was not designed for, or conducive to, tourism purposes.

Financial Considerations

This is a budgeted item crucial to encouraging tourism and using current technology appropriately to attract out-of-area visitors, which in turn puts money back into our local economy.

Total Expenditure Requested: $69,600

Funding Source: CVB

Budgeted Amount: $75,000

Current Fiscal Year Impact: The funds have been budgeted and properly align with the fiscal year.

Future Fiscal Impact: The design is a one-time cost. Other costs related to IT and hosting will not change from what is budgeted..

Vendor Bids / Quotations

The City received 26 formal quotes for the website project. Of those, 11 did not meet our stated criteria outlined in our requests for proposals and were therefore eliminated. Due to security concerns and logistics, we also eliminated companies outside of the U.S. (approximately 20).

Recommendation

The CVB Staff recommends awarding the project to ITI Digital, for a total project cost of **$69,600.**

This option represents the **lowest overall cost** from out top 5 proposals while still meeting the CVBs needs. This option also allows us to continue using some modules we find very useful, such as the event calendar, which will be compatible with this new website. This website will also be a site that staff can update/change as needed internally to keep content fresh and interesting.

Timeline

Estimated creation is 3-4 months.

Summary of top contenders, on a scale of 1-5 with categories weighted as listed in the RFP.

Score/Vendor	Total Cost
4.3 ITI Digital	**$69,600**
3.79 JayRay	**$75,000**
3.63 Simpleview	**$98,000***
3.53 Austin Film	**$74,850**
3.25 COAT	**$73,300**

BIG SPRING
TEXAS

Memorandum

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council

CC: Todd Darden, City Manager

From: Albert Belez, Purchasing Agent

Date: May 12, 2026

Subject: Award of Bid – Portable Litter Fence System for the City Landfill

RECOMMENDED ACTION

Approve the purchase of twenty-five (25) portable litter fence panels from TarpArmor of Rogers, Arizona, in the amount of $180,237.50.

BACKGROUND

The City Landfill experiences ongoing challenges with windblown litter and debris generated during daily operations. Controlling litter is essential for maintaining regulatory compliance, improving site appearance, reducing cleanup efforts, and minimizing impacts to adjacent properties.

To address these concerns, staff solicited bids for a portable litter fence system designed to capture and contain windblown debris. Portable litter fences can be repositioned as landfill operations move throughout the site, providing a flexible and effective solution for litter control.

BID RESULTS

The City received two responsive bids for the portable litter fence system:

- TarpArmor – Rogers, Arizona $144,199.00 for 20 panels
- Judge Netting – Roy, Utah: $187,615.00 for 20 panels

TarpArmor submitted the lowest responsive and responsible bid. In addition, the vendor has agreed to maintain its quoted unit price for an increase from twenty (20) to twenty-five (25) panels.

FINANCIAL IMPACT

Original Bid Quantity: 20 Panels

Unit Cost: $7,209.50 per panel

Revised Quantity Requested: 25 Panels

Total Purchase Price: $180,237.50

Budgeted Amount: $200,000

Funding Source: Landfill Operations Fund (verify account designation)

The proposed purchase is within the amount budgeted for this project and does not require additional appropriations. The purchase will not obligate the City to expend funds beyond the current fiscal year.

JUSTIFICATION FOR INCREASED QUANTITY

Staff recommends increasing the purchase from twenty (20) to twenty-five (25) panels while maintaining the vendor’s quoted unit cost. The additional panels will provide greater flexibility in managing active disposal areas and improve litter containment throughout the landfill.

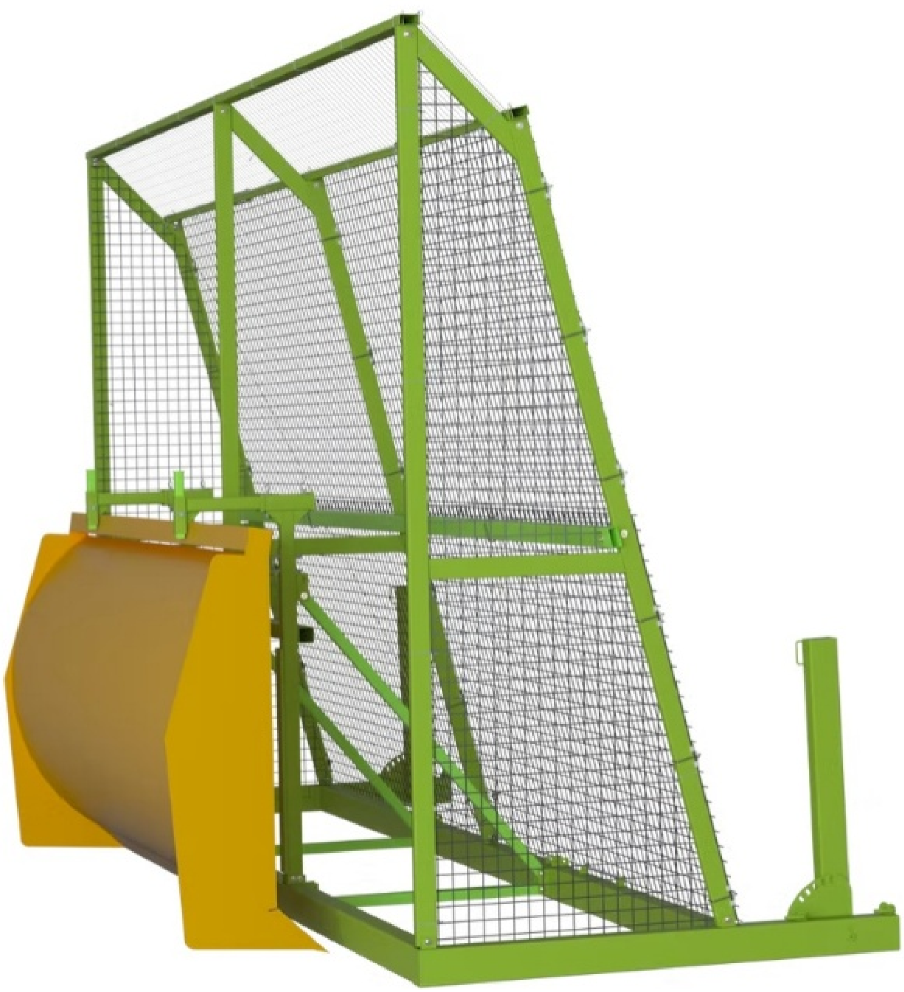
The increased quantity remains within the approved project budget and maximizes the value received from the competitive bidding process.

STAFF RECOMMENDATION

Staff recommends awarding the bid to TarpArmor in the amount of $180,237.50 for the purchase of twenty-five (25) portable litter fence panels. The proposed system will improve litter control operations, enhance regulatory compliance efforts, reduce ongoing cleanup requirements, and provide a long-term operational benefit to the City landfill.

RFB 26-018 PORTABLE LITTER FENCE SYSTEM/ BID TABULATION			
VENDOR	QTY	AMOUNT	TOTAL
TARPARMOR	20	$ 7,209.95	$ 144,199.00
JUDGENETTING	20	$ 9,380.75	$ 187,615.00

Tarp Armor Fence Panel



BIG SPRING
TEXAS

Memorandum

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council

CC: Todd Darden, City Manager

From: John Medina, Assistant City Manager

Date: June 9, 2026

Subject: Approval of Purchase – Server Replacement

RECOMMENDATION

Approve the purchase of a new server system from Dell Technologies through the State of Texas DIR Cooperative Program in the amount of $17,554.51.

BACKGROUND

The City's existing server infrastructure is approximately five years old and supports critical municipal operations, data storage, network services, and business applications used throughout the organization. While the current server remains operational, it is approaching the point where replacement is necessary to maintain reliability, security, and performance.

The proposed replacement server will provide significant improvements in processing power, memory capacity, storage capacity, and operating system support.

Key improvements include:

• Processor performance will nearly double. The current server utilizes an Intel Xeon Silver 4208 processor with 8 cores and 16 threads. The proposed server utilizes an Intel Xeon 6 6511P processor with 16 cores and 32 threads, substantially increasing computing capacity and improving system responsiveness.

• Memory capacity will increase from 32 GB to 128 GB, providing four times the available memory and improving performance for multiple applications and virtualized environments.

• Storage capacity will increase from approximately 7 terabytes to 21 terabytes, adding 14 terabytes of additional storage capacity to accommodate anticipated growth over the next five years.

• The operating system will be upgraded from Windows Server 2019 to Windows Server 2025. While Windows Server 2019 remains in extended support, mainstream support has ended, limiting future feature updates and enhancements. Upgrading to Windows Server 2025 will ensure continued security updates, vendor support, and compatibility with future software requirements.

In addition, the proposed server includes newer technologies such as DDR5 memory, PCIe 5.0 expansion capability, enhanced security features, and improved support for future workloads and applications.

Staff obtained a quote from Dell Technologies through the State of Texas DIR Cooperative Purchasing Program in the amount of $17,554.51.

FISCAL IMPACT

The total cost of the server purchase is $17,554.51.

Funding has been budgeted within the Information Technology capital replacement program. The proposed purchase is $2,445.49 below the budgeted amount.

STAFF RECOMMENDATION

Staff recommends approval of the purchase to ensure continued reliability, cybersecurity, data storage capacity, and operational efficiency of the City's information technology infrastructure. The replacement server will provide the computing resources necessary to support current operations and anticipated growth while maintaining vendor-supported hardware and software platforms.

COMMUNITY SERVICES MEMO

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Date: May 28, 2026

To: Mayor and City Council, City Manager

From: Susan Himes, Community Services Director

Subject: Request for permission to accept F. Marie Hall Grant for Community Center

~~~~~~

Community Services is requesting permission to accept a grant of $3,000,000 from the F. Marie Hall Foundation to go toward the construction of the new Big Spring Community Center.

After the first phase of the grant application process with the Marie Hall Foundation, they approved us to request up to $2.5 million. We requested that amount at second stage of the process.

The City of Big Spring is enormously grateful for the half-a-million in additional funds granted beyond that initial ask.

The remaining funds needed for the community center will continue to be raised through seeking out additional grants and community support.

BIG SPRING
TEXAS
Memorandum

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council

CC: Todd Darden, City Manager

From: John Medina, Assistant City Manager

Date: June 9, 2026

Subject: Resolution Amending Personnel Policies Related to Council-Staff Relations and Public Information Requests

RECOMMENDED ACTION

Approve a resolution amending Section 7 of Article IX of the City of Big Spring Personnel Policies to comply with House Bill 4310 (2025), repealing conflicting provisions related to Council-staff relations and information requests, and authorizing the City Manager to establish procedures for responding to public information requests.

BACKGROUND

In 2025, the Texas Legislature adopted House Bill 4310, which established new statewide requirements governing a member of a governing body's right to access public information. These provisions are codified in Subchapter K, Chapter 552 of the Texas Government Code and provide a framework for governmental entities to manage requests for information from elected officials.

The City's current Personnel Policies contain provisions related to Council-staff relations and information requests that were adopted through Resolution Nos. 016-2020 and 023-2020. Following review by legal counsel, it has been determined that revisions are necessary to ensure consistency with current state law and to establish clear administrative procedures for handling requests for information.

The proposed resolution repeals portions of the current Personnel Policies relating to Council-staff relations and information requests and delegates authority to the City Manager to establish procedures for responding to public information requests, including requests made by members of the City Council pursuant to their statutory right of access.

PROPOSED CHANGES

The proposed resolution would:

• Repeal conflicting provisions contained in Resolution Nos. 016-2020 and 023-2020.

• Amend Section 7 of Article IX of the Personnel Policies to address public information requests and Council requests for information.

• Authorize the City Manager to establish procedures governing the receipt, processing, and distribution of information requests.

• Provide administrative procedures intended to ensure compliance with the Texas Public Information Act, the Texas Open Meetings Act, and other applicable laws.

• Establish a process for handling information requests that may contain confidential or legally protected information.

SUPPLEMENTAL DOCUMENTS

In conjunction with the proposed resolution, staff is providing the following documents for Council consideration and discussion:

1. Draft Council Member Confidential Use Agreement

The proposed agreement would provide a mechanism for Council Members to receive confidential information pursuant to Texas Government Code Section 552.404 while acknowledging their responsibilities regarding the use, protection, and disclosure of confidential information.

2. Draft Revision to Administrative Directive No. 44

The draft directive would establish administrative procedures for processing public information requests and Council information requests. The directive remains in draft form and may be modified based on Council direction and operational considerations. Additional request forms and administrative procedures may be formally adopted by the City Manager as necessary.

FISCAL IMPACT

There is no anticipated fiscal impact associated with adoption of the resolution. Any administrative costs associated with implementation are expected to be absorbed within existing departmental budgets.

STAFF RECOMMENDATION

Staff recommends approval of the resolution amending Section 7 of Article IX of the Personnel Policies to ensure compliance with House Bill 4310 and to provide a clear administrative framework for handling public information requests and Council requests for information.

RESOLUTION NO. ____________

A RESOLUTION OF THE CITY CONCIL OF THE CITY OF BIG SPRING, TEXAS UPDATING THE PERSONNEL POLICIES TO COMPLY WITH STATE LAW AND GIVING THE CITY MANAGER AUTHORITY TO SET PROCEDURES FOR HANDLING PUBLIC INFORMATION REQUESTS; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; AND FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING AN EFFECTIVE DATE;

WHEREAS, the City of Big Spring, Texas, is a home-rule municipal corporation and political subdivision of the State of Texas operating under a council-manager form of government; and

WHEREAS, in 2020, Resolutions 016-2020 and 023-2020 were adopted concerning Council information requests and other matters of Council-staff relations; and

WHEREAS, during the 89th Regular Session, the Texas Legislature enacted House Bill 4310 (2025), enacted during the 89th Regular Session of the Texas Legislature and codified in Subchapter K, Chapter 552, Texas Government Code, establishing mandatory statewide requirements governing the rights of members of a governing body to receive public information; and

WHEREAS, the City Council desires to ensure that the City's personnel policies remain compliant with state law; and

WHEREAS, the City Council has considered the operational needs of the City and the working conditions of City employees in evaluating these amendments; and

WHEREAS, the City Council finds it necessary and desirable to amend the City's personnel policies to promote the efficient administration of City operations and serve the best interests of the City and its employees;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS:

SECTION 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

SECTION 2. Section 7 of Article IX of the City of Big Spring Personnel Policies is hereby amended in its entirety to read as follows

Section 7 – Public Information Requests ~~Relations with Mayor and City Council~~

The City Manager shall have the authority to determine procedures for responding to public information requests.

~~A. Definitions~~

~~"Council" means one or more of the Members of City Council, including the Mayor, and individual City Council Members.~~

~~"Unofficial Council Information" means written or printed information directly or indirectly from a Council Member, except for City Council agendas; City Council minutes; proclamations; declarations; official acts of the Mayor; official ordinances, resolutions, rules, regulations, orders or other acts of City Council; oaths; executed contracts, deeds, liens, easements, or liens; memoranda of understanding; conflict of interest statements; audio recordings or video recordings of City Council meetings; and discussions that solely concern the time, place, or agenda items for future City Council meetings.~~

~~"Council Member" means the Mayor or another City Council Member.~~

~~"Information" includes written documents, printed documents, messages, correspondence, records, logs, printed photographs, audio recordings, and video recordings, electronic or physical that were already "records of the city" under Big Spring Code Section 2-11 before they were requested, and any form of communication that passes information from such records of the city.~~

~~B. Council Requests for Information and Questions to Staff~~

~~When a Council Member requests information for any staff member, the staff member may provide the information. A staff member receiving the request must promptly notify a supervisor, a director, or the City Manager. Any supervisor who receives a request for information from a Council Member must notify a director or the City Manager. An employee who did not know that the person was a Council Member is exempted from this requirement.~~

~~C. Responding to a Council Member's Request for Information or Question~~

~~1. A director, the City Manager, the City Secretary, or the Assistant City Secretary must provide the information requested by Council only with the following procedure. All information requested by Council must be distributed by the City Manager, a director, the City Secretary, or Assistant City Secretary, or one of their designees, to all Council Members with the notation indicating which Council Member requested the information. If the information was requested during an official City Council meeting, the notation may be omitted.~~

~~2. Information that may not be shared legally is exempted.~~

~~3. Requests for information or answers to questions that may contain Unofficial Council Information that could lead to a walking quorum must be approved by the City Attorney or the City's officially authorized outside legal counsel prior to release and cannot be released if such a release would violate any law.~~

~~D. Meetings with Council and Staff. For any regular staff meeting conducted by the City Manager or his or her designee, no Council Member may attend. The City Manager may cause minutes for such a meeting to be kept. For ad-hoc unofficial meetings with one or more Council Members and three or more City employees, minutes must be kept. Meetings that solely concern emergency management are exempted.~~

NOTE* Language to be added appears <u>underlined</u> and language to be deleted is ~~stricken~~.

<u>SECTION 3.</u> All resolutions or parts of resolutions and minute orders in conflict herewith, including Resolution 016-2020 and Resolution 023-2020 are hereby repealed to the extent of the conflict.

<u>SECTION 4.</u> Should any one or more sections or clauses of this Resolution be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

<u>SECTION 5.</u> It is hereby officially found and determined that the meetings at which this Resolution was adopted were open to the public and that public notice of the time, place and purpose of said meetings were given as required by law.

<u>SECTION 6.</u> This Resolution shall become effective immediately.

<u>SECTION 7.</u> This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the _____day of ________, ______, with all members of the Council voting "aye" for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the _____day of _________, _______, with all members of the Council voting "aye" for the passage of same.

____
Robert H. Moore III, Mayor

ATTEST:

____
Tami L. Davis, City Secretary

COUNCIL MEMBER CONFIDENTIAL USE AGREEMENT

This Council Member Confidential Use Agreement ("Agreement") is made under Texas Government Code § 552.404 between the City of Big Spring, a Texas municipal corporation ("City"), and ____________________________, a duly elected member of the City Council of Big Spring ("Council Member").

The Council Member understands that under Texas law, most records of the City are public information, some public information is confidential, and that some records of the City are confidential but not public information.

In this Agreement:

> "Confidential Information" means information the Council Member received from the City in connection with making the Request, and which information is made confidential by constitutional, statutory, or judicial authority.
>
> "Disclose" means sharing Confidential Information with anyone without legal right of the Council Member to do so, in any form—verbally, in writing, on paper, or in electronic form—regardless of the intent of the Council Member.
>
> "PHI" means has the meaning of "protected health information" assigned by Section 181.006, Texas Health & Safety Code; Section 552.002(d), Texas Government Code.
>
> "Public Information" has the meaning assigned by Section 552.002, Texas Government Code. Most "records of the City," defined by Section 2-211, Big Spring City Code, are public information. Public Information excludes PHI.
>
> "Request" means the Council Member's request, presented in Exhibit A, and attached and incorporated into this Agreement.
>
> "Requested Information" means Public Information responsive to the Request.
>
> "Secure" means to maintain Confidential Information in a manner that reasonably protects it from unauthorized access, use, disclosure, alteration, or destruction, consistent with applicable law. The obligation to Secure Confidential Information includes exercising reasonable care to prevent unauthorized disclosure and to comply with all legal requirements governing retention, return, or destruction of records, as applicable.

This Agreement regarding the Request is authorized by Section 552.404, Texas Government Code, as it may be amended from time to time. The Agreement is unilateral. It is the City's belief that some or all Requested Information is Confidential Information.

The Council Member shall not Disclose the Confidential Information; and the Council Member shall Secure the Confidential Information.

The duties imposed by this Agreement are contractual and exist independently of, and in addition to, any duties imposed by statute, common law, or other legal authority. Compliance with this

Agreement is required even in circumstances in which applicable law does not expressly impose liability on the Council Member for Disclosure.

The Council Member understands and undertakes the duty to Secure Confidential Information. The Council Member understands that the duty to Secure Confidential Information under this Agreement continues past the end of the last term of office with the City Council that the Council Member has, unless and until it is no longer Confidential Information. The Council Member understands that if anyone Discloses the Confidential Information, the Confidential Information remains Confidential Information. The Council Member acknowledges that disclosure of Confidential Information may be restricted by law and may carry civil or criminal penalties, and that the Council Member may seek legal advice before making any such disclosure.

The Council Member understands that unauthorized use or disclosure of Confidential Information may cause harm to the City. The City may seek any relief or remedy available under applicable law, whether legal, equitable, or statutory. The City and the Council Member agree that any action arising under this Agreement shall be brought in a court of the State of Texas sitting in Howard County, Texas, except to the extent a court of competent jurisdiction determines that such venue is unavailable or precluded by law. This Agreement is governed by Texas law.

The Council Member understands that this Agreement does not excuse the Council Member from following laws, including but not limited to the Texas Public Information Act or the Texas Open Meetings Act.

Nothing in this Agreement shall be construed as a waiver of the City's governmental immunity, immunity from suit, or immunity from liability. The City retains all immunities and defenses available under law. No provision of this Agreement, and no act or omission of the City, shall constitute a waiver of immunity except to the extent, if any, that such waiver is expressly and unambiguously authorized by statute.

The Council Member acknowledges receipt of the Agreement and understands that execution of it is voluntary on the part of the Council Member, and that no deadline for execution of it applies. If the Council Member wants to inspect and/or duplicate Requested Information without executing this Agreement, the Council Member may request that the Requested Information be redacted of Confidential Information prior to inspection or duplication.

EXECUTED as of the ____ day of ________________**,** 20__.

COUNCIL MEMBER

By: ________________________________
Name: ______________________________

Exhibit A

NO. 44

PUBLIC INFORMATION

AND

COUNCIL PUBLIC INFORMATION REQUESTS

This policy establishes uniform administrative procedures for responding to public information (open records) requests and City Council information requests.

A. Staff Receiving a Request for Public Information

Upon receiving a request for public information, an employee shall promptly forward the request:

- to the City Secretary; or
- if the request is for Police Department information, to the person or office designated by the Chief of Police.

Staff shall not ask the requestor to explain the purpose of the request.

B. Oral Requests for Public Information.

Oral requests for public information should be honored when the request is made for an adopted ordinance, an adopted resolution, official minutes of City Council, a Charter provision, a meeting agenda, or an approved, official City form intended to be used by the public. An oral request for public information does not create a deadline for staff to respond except that a response should be prompt.

Staff may request that an oral request be reduced to writing, including for purposes of calculating statutory deadlines, preparing cost estimates, or requesting a decision from the Office of the Attorney General.

C. Written Requests for Public Information.

Staff shall provide to requestors forms approved by the City Manager.

A written request not using an official form will be processed the same as other written requests.

D. Fees.

Fees associated with producing public information, including cost estimates, deposits, and production requirements, shall be handled in accordance with Chapter 552, Texas Government Code, and applicable rules of the Office of the Attorney General.

E. Statutory Rights of Access

Some individuals have a special right, created by statute, to request certain information.

F. Council Public Information Requests

Requests for public information from City Council Members related to official City business shall be handled in accordance with the Texas Public Information Act, as amended.

Non-confidential public information requested by a Council Member shall be provided pursuant to the Council Member's statutory right of access under Section 552.403, Texas Government Code.

Any City employee who receives a Council Member request for information shall forward the request to the City Secretary. Upon receipt of a Council public information request, the City Secretary shall forward a copy of the request to the City Manager and to the City Attorney. The City Secretary and shall proceed to collect all of the responsive information and process the request allowing duplication or inspection of public information in accordance with this administrative policy and applicable law.

Confidential information shall continue to be treated as confidential. A Council Member is entitled to receive public information that is confidential information, but only if the Council Member has executed the City's Confidential Use Agreement. A signed Confidential Use Agreement shall be placed in the contract records of the City. A Confidential Use Agreement is related to a given Council public information request.

A Council Member who requests public information that is confidential may, instead of signing a Confidential Use Agreement, request that that the public information be redacted of confidential information prior to it being provided to a Council Member for inspection or duplication.

Protected Health Information (PHI) is not public information and thus any PHI must either be redacted before a Council Member public information request can be provided, or the PHI must be withheld entirely. PHI is confidential information, but because it is not public information, it may not be received by Council Members through their statutory right of access.

Council Members making requests for public information in their official capacity will not be charged.

Council Members may make public information requests in their non-official capacities as citizens. Such requests are treated the same as any other requests by citizens.

Certain Information Requests

Any information request for firefighter "g" file information or judicial records of the Municipal Court, are not processed through this Administrative Directive. They should be referred to the Civil Service Director and the Municipal Court Judge, respectively.

Approved: ______________________

City Manager

Memorandum

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council

CC: Todd Darden, City Manager

From: John Medina, Assistant City Manager

Date: June 9, 2026

Subject: Ordinance Amending the Purchasing Procedure Manual – Cooperative Purchasing Authority

RECOMMENDED ACTION

Approve an ordinance amending Section 18 of the City of Big Spring Purchasing Procedure Manual to expand and clarify the City's authority to utilize cooperative purchasing methods and pre-bid contracts authorized by Texas law.

BACKGROUND

The City of Big Spring routinely utilizes cooperative purchasing programs to procure goods, services, equipment, and technology in a cost-effective and efficient manner. Cooperative purchasing allows governmental entities to leverage competitively solicited contracts awarded by other governmental agencies and purchasing cooperatives, thereby reducing procurement time, administrative costs, and duplication of effort while maintaining compliance with state purchasing requirements.

The current Purchasing Procedure Manual authorizes the use of certain cooperative purchasing programs. However, staff and legal counsel have identified the need to modernize and clarify the City's purchasing authority to reflect current Texas statutes and provide additional procurement flexibility.

The proposed ordinance amends Section 18 of the Purchasing Procedure Manual and codifies expanded authority for the City to utilize cooperative purchasing programs and pre-bid contracts authorized under state law.

PURPOSE OF THE ORDINANCE

The ordinance establishes a comprehensive framework for the City's use of cooperative purchasing methods and recognizes a broader range of procurement options available under Texas law.

Specifically, the ordinance authorizes the City to utilize contracts and purchasing programs established under:

- Chapter 791, Texas Government Code (Interlocal Cooperation Act);
- Chapter 271, Subchapter D, Texas Local Government Code (State Cooperation in Local Purchasing Programs);
- Chapter 271, Subchapter F, Texas Local Government Code (Cooperative Purchasing Programs);
- Chapter 271, Subchapter G, Texas Local Government Code (Federal Schedule Purchasing);
- Other applicable statutes authorizing governmental cooperative purchasing.

The ordinance also defines and authorizes the use of "Pre-bid Contracts," which are contracts competitively procured by other governmental entities or cooperative organizations and made available for use by participating governmental agencies.

COOPERATIVE PURCHASING PROGRAMS

The ordinance formally recognizes the National Association of State Procurement Officials (NASPO) ValuePoint program as an approved cooperative purchasing source available to the City. NASPO ValuePoint is a nationally recognized cooperative purchasing organization that provides access to competitively awarded contracts through a lead-state procurement model.

In addition, the ordinance continues authorization for the City's participation in established cooperative purchasing programs, including:

- Houston-Galveston Area Council (HGAC)
- BuyBoard
- U.S. Communities
- Texas Building Procurement Commission Programs
- Department of Information Resources (DIR)

- TXMAS
- TIPS
- NASPO ValuePoint

PURCHASING SAFEGUARDS

The ordinance maintains safeguards designed to ensure compliance with applicable purchasing laws. Prior to utilizing a cooperative purchasing contract:

- The contract must be current and valid.
- The contract must have been publicly advertised and competitively procured.
- Contract pricing must be available to the City.
- Contract documents must be reviewed by the Purchasing Department.
- Purchases must continue to follow City purchasing procedures and policies.

FISCAL IMPACT

There is no direct fiscal impact associated with adoption of this ordinance.

The proposed amendment provides additional procurement tools that may result in cost savings, improved efficiency, and increased purchasing flexibility by expanding access to competitively awarded contracts.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance amending Section 18 of the Purchasing Procedure Manual. The amendment modernizes the City's purchasing policies, expands access to cooperative purchasing opportunities, and enhances the City's ability to obtain goods and services in an efficient and cost-effective manner while maintaining compliance with Texas law.

ORDINANCE NO. ____________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING THE PURCHASING PROCEDURE MANUAL TO EXPAND AND CLARIFY THE CITY'S AUTHORITY TO USE COOPERATIVE PURCHASING METHODS; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Big Spring (the "City") is a Texas home-rule municipality; and

WHEREAS, the use of cooperative purchasing methods promotes efficiency, reduces administrative costs, and enables the City to obtain goods and services at competitive prices by leveraging the purchasing power of multiple governmental entities; and

WHEREAS, the City has previously utilized intergovernmental and cooperative purchasing methods in accordance with applicable law, and now desires to expand the range of cooperative purchasing programs and pre-bid contracting options available to enhance efficiency and flexibility in procurement;

WHEREAS, the Interlocal Cooperation Act, ch. 791, Texas Government Code, authorizes the City of Big Spring to enter into certain contracts and agreements with other local governments to perform governmental functions and services;

WHEREAS, Section 271.083, Subchapter D, "State Cooperation in Local Purchasing Programs," ch. 271, Texas Local Government Code, authorizes the City to participate in purchasing programs established by the comptroller of the State of Texas, subject to certain requirements as provided therein;

WHEREAS, Section 271.102 of the Public Property Finance Act, ch. 271, Subchapter F, "Cooperative Purchasing Program," ch. 271, Texas Local Government Code, authorizes the City to participate in cooperative purchasing programs with another local government, or local cooperative organization, of the State of Texas or another state;

WHEREAS, the term "local cooperative organization" is defined under Section 271.101 of the Public Property Finance Act as an organization of governments established to provide local governments access to contracts with vendors for the purchase of materials, supplies, services, or equipment;

WHEREAS, the National Association of State Procurement Officials, Inc. (NASPO) is a non-profit association whose membership is comprised of governmental entities;

WHEREAS, NASPO administers NASPO ValuePoint, a cooperative purchasing program facilitating public procurement solicitations and agreements using a lead-state model that would allow the City to purchase goods and services by participating in purchasing contracts together with the State and other political subdivisions;

WHEREAS, Section 271.103, Subchapter G, "Purchases from Federal Schedule Sources of Supply," ch. 271, Texas Local Government Code, authorizes the City to purchase goods or services available under Federal supply schedules of the United States General Services Administration;

WHEREAS, adopting this ordinance is in the public interest and is necessary to protect health, life and property, and to preserve the good government, order, and security of the municipality and its inhabitants;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS:

SECTION 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. Section 18 of the Purchasing Manual is hereby amended to read in its entirety as follows:

Section 18
INTERGOVERNMENTAL COOPERATIVE PURCHASES

For the purposes of this Section 18, the term "Pre-bid Contract" shall be understood and construed to mean any contract, agreement, or arrangement, made and authorized under one or more of the following statutes, as amended from time to time, which the City is hereby authorized to use:

- The Interlocal Cooperation Act, ch. 791, Texas Government Code;
- Subchapter D, "State Cooperation in Local Purchasing Programs," ch. 271, Texas Local Government Code;
- Subchapter F, "Cooperative Purchasing Program," ch. 271, Texas Local Government Code;
- Subchapter G, "Purchases from Federal Schedule Sources of Supply," ch. 271, Texas Local Government Code; or
- Any other applicable law permitting the City to award or enter into a contract without prior solicitation of vendors by the City.

The City is authorized to enter into Pre-bid Contracts without separately going to bid when the following criteria are met:

- There must be a Pre-bid Contract, approved by the City Council and signed by both parties, on file in the Purchasing Department and with contract records of the City;

- The Pre-bid Contract must be current and valid;
- The contract awarded to the vendor of the contracted goods and/or services was publicly advertised through a competitive bidding process consistent with applicable law;
- The governmental entity or cooperative organization, and the vendor, must be willing to extend their contract pricing to the City;
- A complete copy of the Pre-bid Contract must be reviewed by the Purchasing Department;
- A complete copy of the Pre-bid Contract may be reviewed by the Legal Department; and
- The Purchasing Department, or approved departmental designee, will place the order in accordance with City procedures and policies.

Contact the Purchasing Department to determine if inter-local purchasing is feasible for your department's particular needs.

The National Association of State Procurement Officials (NASPO) ValuePoint program is expressly approved as an authorized cooperative purchasing program for use by the City, subject to the requirements of this section.

Examples of approved cooperative purchasing programs (co-op or co-ops) are:

- Houston-Galveston Area Council of Governments (HGAC)
- TASB – Buyboard
- U.S. Communities
- Texas Building Procurement Commission (TBPC)
- Department of Information Resources (DIR)
- TXMAS
- TIPS
- NASPO ValuePoint

SECTION 3. All provisions of any ordinance, rule, regulation, or order of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict.

SECTION 4. Should any one or more sections or clauses of this Ordinance be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 5. It is hereby officially found and determined that the meetings at which this Ordinance was adopted were open to the public and that public notice of the time, place and purpose of said meetings was given as required by law.

SECTION 6. This Ordinance is ordered to be codified.

SECTION 7. This Ordinance shall become effective immediately.

SECTION 8. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the _____day of ________**, ______,** with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the _____day of _________**, _______,** with all members of the Council voting “aye” for the passage of same.

____
Robert H. Moore III, Mayor

ATTEST:

____
Tami L. Davis, City Secretary

Memorandum

Date: June 9, 2026

From: Sandy Smith, Finance Director

To: Mayor and City Council

Re: Ordinance Authorizing a Convenience Fee for Certain Card Payments

Purpose of the Ordinance
The ordinance authorizes a convenience fee on card payments for ambulance service fees and fire and rescue service fees, and a reimbursement fee on credit card payments made to Municipal Court (which we currently assess).

These fees are voluntary and apply only when a payer chooses to use a card instead of an alternative payment method.

Key Provisions
- Repeals existing Section 2-196 of the City Code related to payment card fees.
- Establishes new Sections 22-13 and 22-14 within Chapter 22 (Fees).

Fee Structure:
- Ambulance fees: 2% convenience fee
- Fire & rescue service fees: 2% convenience fee
- Municipal Court payments: 3.95% reimbursement fee (no change to current fees)

Financial Impact
The adoption of this ordinance will allow the City to recover transaction costs associated with electronic payments, reduce the use of general fund resources to subsidize payment processing fees, and align charges with actual costs incurred for card acceptance.

Municipal Court reimbursement fees will be deposited into the General Fund as required.

Legal Considerations

Municipal Court reimbursement fees are authorized under Chapter 132 of the Texas Local Government Code. The ordinance specifies that fees are optional and user-driven.

Effective Date

The ordinance will become effective upon its second publication in accordance with state law.

Recommendation

Staff recommends approval of the ordinance to ensure that the City recovers costs associated with card payment processing while maintaining flexible payment options for residents.

ORDINANCE NO. ____________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AUTHORIZING A CONVENIENCE FEE FOR CERTAIN CARD PAYMENTS OF AMBULANCE AND FIRE AND RESCUE SERVICE FEES AND A REIMBURSEMENT FEE FOR CARD PAYMENTS TO MUNICIPAL COURT AND AMENDING THE BIG SPRING CITY CODE; REPEALING SECTION 2-196 OF THE BIG SPRING CITY CODE; ADDING SECTIONS 22-13 AND 22-14 TO CHAPTER 22 OF THE BIG SPRING CITY CODE; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Big Spring is a Texas home-rule municipality; and

WHEREAS, the governing body of the City of Big Spring is the City Council; and

WHEREAS, ambulance and fire and rescue services provided by the City of Big Spring are governmental functions, and ordinances provide for fees for such services; and

WHEREAS, the convenience fee in this Ordinance for payments of fees for ambulance services and fire and rescue services arises solely from a payer's voluntary election to use a payment card rather than an alternative payment method, and such convenience fee is separate from and is in addition to the underlying fee; and

WHEREAS, the convenience fees authorized by this Ordinance for payment of ambulance service fees and fire and rescue service fees by payment card are reasonably related to, and intended to offset, the costs incurred in accepting and processing payment card transactions that would otherwise be borne by the City; and

WHEREAS, the reimbursement fee authorized by this Ordinance for payments to Municipal Court of fees, fines, court costs, and other charges is reasonably related to, and intended to offset, the expense incurred by the municipal official in processing the payment by credit card; and

WHEREAS, the reimbursement fee for payments to Municipal Court by credit card in this Ordinance are authorized pursuant to Chapter 132, Texas Local Government Code; and

WHEREAS, adopting this ordinance is in the public interest and is necessary to protect health, life and property, and to preserve the good government, order, and security of the municipality and its inhabitants;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS:

SECTION 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. Section 2-196, "Payment card fees and service charges," Big Spring City Code, is hereby repealed.

SECTION 3. The Big Spring City Code is hereby amended by adding a section to be numbered 22-13, which said section reads as follows:

Big Spring City Code
Chapter 22, Fees

Sec. 22-13. Payment by Card; Convenience Fee.

(a) Definitions.

In this section, the terms “credit card,” “debit card,” and “stored value card,” have the meanings assigned by Chapter 604A, Texas Business & Commerce Code.

(b) Convenience Fee.

The City hereby requires collection of a convenience fee on certain payments of certain fees, taxes, and other charges if those payments are made by credit card, debit card, or stored value card.

(c) Limitation.

Nothing in this section requires a payer to satisfy a fee, tax, or charge using a credit card, debit card, or stored value card.

(d) Ambulance Fees.

The convenience fee under this section for payment of a fee set by Section 28-35, "Ambulance Fees," Big Spring City Code is two percent (2%) of the underlying fee.

(e) Fire and Rescue Service Fees.

The convenience fee under this section for payment of a fee set by Article II, "Fire and Rescue Service Fees," Chapter 24, Big Spring City Code is two percent (2%) of the underlying fee.

SECTION 4. The Big Spring City Code is hereby amended by adding a section to be numbered 22-14, which said section reads as follows:

Big Spring City Code
Chapter 22, Fees

Sec. 22-14. Payment by Credit Card; Reimbursement Fee.

(a) Definitions.

In this section, the term "credit card" has the meaning assigned by Section 132.001, Texas Local Government Code.

(b) Reimbursement Fee.

The City hereby requires collection of a reimbursement fee on certain payments of fees, fines, court costs, and other charges if those payments are made by credit card.

(c) Limitation.

Nothing in this section requires a payer to satisfy a fee, fine, court cost, or other charge using a credit card.

(d) General Fund.

The municipal official collecting a reimbursement fee under this section shall deposit the fee or charge in the general fund of the municipality.

(e) Municipal Court.

The reimbursement fee under this section for a payment of a fee, fine, court cost, or other charge to Municipal Court is three and ninety-five hundredths percent (3.95%) of the fee, fine, court cost, or other charge.

NOTE* Language to be added appears underlined and language to be deleted is ~~stricken~~.

SECTION 5. All provisions of any ordinance, rule, regulation, or order of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict.

SECTION 6. Should any one or more sections or clauses of this Ordinance be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 7. It is hereby officially found and determined that the meetings at which this Ordinance was adopted were open to the public and that public notice of the time, place and purpose of said meetings was given as required by law.

SECTION 8. This Ordinance is ordered to be codified.

SECTION 9. This Ordinance shall become effective upon its second publication according to law.

SECTION 10. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the _____day of ________**, ______,** with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the _____day of _________**, _______,** with all members of the Council voting “aye” for the passage of same.

____
Robert H. Moore III, Mayor

ATTEST:

____
Tami L. Davis, City Secretary

BIG SPRING
TEXAS

Memorandum

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council

CC: Todd Darden, City Manager

From: John Medina, Assistant City Manager

Date: June 9, 2026

Subject: Approval of Agreement with Atlantic Employee Screening for Employment Screening Services

RECOMMENDED ACTION

Approve the Client Agreement and Texas Municipalities Addendum with Atlantic Employee Screening and authorize the City Manager to execute all necessary documents.

BACKGROUND

The City of Big Spring utilizes employment screening services as part of its hiring process to assist in evaluating applicants and ensuring compliance with applicable federal and state employment laws. These services include criminal history searches, motor vehicle record checks, employment verification, education verification, credit reports when applicable, and other pre-employment screening services.

The City's current background screening provider, First Check, notified the City that it will cease operations. As part of its transition process, First Check referred the City to Atlantic Employee Screening, a national provider of employment screening services offering comparable services and pricing.

Atlantic Employee Screening provides comprehensive background screening services designed to assist employers in making informed hiring decisions while maintaining compliance with the Fair Credit Reporting Act (FCRA), Driver Privacy Protection Act (DPPA), and other applicable laws governing employment screening.

AGREEMENT TERMS

The proposed agreement allows the City to obtain background screening services on an as-needed basis. Services available include:

• Criminal history searches

• Motor vehicle record checks

• Employment verification

• Education verification

• Credit reports (when applicable)

• Professional license verification

• Reference checks

• Social Security number verification

• Federal and state database searches

• Sex offender registry searches

The agreement may be terminated by either party upon thirty (30) days written notice.

TEXAS MUNICIPALITIES ADDENDUM

In conjunction with the Client Agreement, Atlantic has agreed to execute a Texas Municipalities Addendum designed to address requirements commonly applicable to Texas cities. The addendum includes:

• Non-appropriation language allowing termination if future funding is unavailable.

• Texas choice-of-law and venue provisions.

• Insurance requirements.

• Preservation of governmental immunity.

• Conflict-of-interest certifications.

• Compliance certifications related to Texas statutes governing Israel boycotts, energy company boycotts, firearm entity discrimination, and prohibited foreign entities.

FINANCIAL IMPACT

The agreement does not require a minimum annual expenditure. The City will only pay for services requested on an applicant-by-applicant basis.

Representative pricing includes:

• Basic Screening Package – $11.00

• Comprehensive Screening Package – $35.00

• Executive Screening Package – $53.00

• Motor Vehicle Record Search – $5.00

• Credit Report – $10.00

Additional pass-through fees may apply when imposed by courts, governmental agencies, educational institutions, employers, or other third-party information sources.

Funding for these services is included within the Human Resources operating budget and will be expended as needed during the hiring process.

BENEFITS

• Ensures continuity of background screening services following the closure of the City's current provider.

• Supports informed hiring decisions and risk management practices.

• Provides comprehensive employment screening capabilities through a single vendor.

• Maintains compliance with applicable employment screening laws and regulations.

• Provides pricing comparable to the City's current service provider.

STAFF RECOMMENDATION

Staff recommends approval of the Client Agreement and Texas Municipalities Addendum with Atlantic Employee Screening to ensure uninterrupted employment screening services and continued support of the City's hiring process.

Atlantic Employee Screening

Client Agreement

COMPANY

City of Big Spring, Texas

Company Name — Doing Business As, if applicable

John Medina — Assistant City Manager

Contact Name — Title

432-264-2345 — jmedina@mybigspring.com

Contact Phone — Contact Email

432-26-2346 — 432-264-2387 — www.mybigspring.com

Company Main Phone — Company Fax Number — Company Website

Local government — 235

Nature of Business — Number of Employees — Date Established

PHYSICAL ADDRESS

310 Nolan Street, Big Spring, Texas 79720

Street — City — State — Zip

BILLING CONTACT

Nora Hernandez — Human Resources Technician

Contact Name — Title

nhernandez@mybigspring.com — 432-264-2346

Contact Email — Contact Phone

EMAIL ADDRESS(ES) FOR INVOICES

Is the applicant engaged in the underwriting of insurance? ☐Yes ☐No

Is the company licensed or providing service as an attorney or detective/investigative agency? ☐Yes ☐No

If yes, please indicate which. ________________________________

Does the company intend to resell or release information from the consumer credit report to a third party? ☐Yes ☐No

Will the company, or does the company, provide credit repair or credit counseling services for a fee? ☐Yes ☐No

This Client Agreement ("Agreement") is made and entered into by and between Atlantic Personnel & Tenant Screening, Inc. ("Atlantic"), 8895 N. Military Trail, Suite 301D Palm Beach Gardens, FL 33410-6279, and ________________________ ("Client"). This Agreement shall be effective on the date of the last signature below (the "Effective Date").

RECITALS

WHEREAS, Client plans to order Consumer Reports and/or Investigative Consumer Reports as defined by the Fair Credit Reporting Act (collectively "Reports") from Atlantic;

WHEREAS, Atlantic desires to prepare and deliver Reports to Client for a fee;

WHEREAS, Atlantic and Client desire to further define the terms by which Reports will be provided by Atlantic to Client;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, Atlantic and Client hereby agree as follows:

TERMS

1. <u>Identification of Permissible Purpose For Receiving Reports</u>. Client hereby certifies that all its orders for Reports from Atlantic shall be made, and the resulting Reports shall be used, for the following permissible purpose under the Fair Credit Reporting Act ("FCRA") only:

> For "employment purposes," but only upon the express written consent of any person that will be screened. *See* 15 U.S.C. § 1681b(a)(3)(B).

Client shall not request, obtain, or use Reports for any purpose not identified above. Among other things, Client shall not request Reports for the purpose of selling, leasing, or renting information obtained under this Agreement to any other party, whether alone, in conjunction with Client's own data, or otherwise in any service which is derived from the Reports provided by Atlantic. PLEASE NOTE: THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

2. <u>Legal Certifications For Employment-Related Reports</u>. Client understands that various legal requirements apply if/when it orders Reports for employment purposes. Client shall comply with all such requirements. In particular, Client makes the following certifications as to legal compliance as to Reports ordered for employment purposes.

> **A. <u>Disclosure</u>.** Client certifies that, in compliance with the FCRA, prior to ordering a Report, Client shall make a clear and conspicuous "disclosure" in writing to the individual about whom the Report will be run ("the Consumer") in a document that consists solely of the "disclosure." The "disclosure" shall explain that a Consumer Report may be procured for employment purposes. The "disclosure" shall describe the nature of the Reports to be ordered and meet all other requirements specified by applicable law. The "disclosure" shall not contain any extraneous information not required by applicable law, including, but not limited to, a release of liability.

B. **State Law Notifications.** Client certifies that before ordering a Report from Atlantic, it shall also provide any necessary notifications under applicable state law to the Consumer. Client understands that various states require that specific information be communicated to the Consumer under certain circumstances. Client also understands that certain states require that applicants/employees be afforded a check box to allow them to indicate that they would like a copy of any report received by Client. Client agrees that it will work with experienced legal counsel as appropriate to ensure that all applicable requirements are accounted for.

C. **Written Consent.** Client certifies that, consistent with the FCRA, before ordering a Report, the Consumer shall authorize in writing the procurement of such Report.

D. **EEO Law and Regulation Compliance.** Client certifies that it shall not use information contained in a Report provided by Atlantic in violation of any applicable federal or state equal employment opportunity law or regulation.

E. **Adverse Action Procedures.** Client certifies that before taking adverse action based in part or whole on a Report from Atlantic, it shall follow all legally-required "pre-adverse action" procedures specified by applicable federal, state and/or local law. For example, if the Consumer may be denied employment or incur another adverse action based in whole or part on a Report provided by Atlantic, Client will provide to the consumer: (1) a copy of the Report, (2) a description, in writing, of the rights of the consumer entitled "A Summary of Your Rights Under the Fair Credit Reporting Act," and (3) a written notice containing any and all required notifications under federal, state, or local law. After providing the pre-adverse action communication described above, Client shall wait a reasonable period of time to allow the Consumer to dispute the accuracy of the report before taking any adverse action. After the appropriate waiting period, and assuming no dispute, Client will issue to the Consumer notice of any adverse action taken, including the statutorily-required notice identified in the FCRA. Among other things, such notice will include: (1) the name, address, and telephone number of the consumer reporting agency, Atlantic, (2) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the Consumer the specific reasons why the adverse action was taken, (3) a statement that the Consumer may obtain a free copy of the consumer report from the consumer reporting agency within 60 days pursuant to Section 612 of the FCRA, and (4) a statement that the Consumer has the right to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the agency. If a dispute as to the accuracy of the Report is raised by the Consumer during the waiting period, Client will afford Atlantic the legally-allowed time to resolve the dispute before deciding whether to take adverse action.

F. **Certifications Associated With Each Order.** By having Atlantic prepare a Report for Client, Client is certifying that: (1) A clear and conspicuous disclosure has been made in writing to the Consumer by Client (in a document that consists solely of the disclosure) stating that a Consumer Report may be obtained for employment purposes; (2) the Consumer has authorized in writing the procurement of the Consumer Report that is being ordered; (3) information from the report to be provided by Atlantic will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation, or any other applicable law; and (4) if applicable, Client will comply with the adverse action requirements described in Section 604(b)(3) of the FCRA, as well as any other pertinent adverse action requirements. In addition, if the Consumer lives in California or is applying to work in California or works in California, by having Atlantic prepare a Report for Client, Client is certifying that: (1) Client has complied with all disclosure and authorization requirements set forth in California Civil Code 1786.16, (2) Client has provided the Consumer a means to check a box to indicate that he or she would like a copy of any Report received by Client from Atlantic, (3) Client will comply with any adverse requirements set forth under California law (including those identified in Cal. Civ. Code § 1786.40) should they become applicable, and (4) Client has otherwise met all requirements for obtaining a Consumer Report or Investigative Consumer Report under California law.

3. Additional Commitments For Reports Containing Certain Types Of Information.

A. Investigative Consumer Report Information. If Client chooses to order Investigative Consumer Reports (i.e. certain interview-based reports), it certifies that it shall comply with all legal requirements pertaining to Investigative Consumer Reports. Among other things, it shall clearly and accurately disclose to the Consumer that an Investigative Consumer Report, including information as to his/her character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be obtained. The disclosure shall be made in writing and mailed or otherwise delivered to the Consumer with a summary of the Consumer's rights provided for under 15 U.S.C. § 1681g(c). The disclosure shall also include a statement informing the Consumer of his/her right to submit a written request for additional information, pursuant to 15 U.S.C. § 1681d(b), within a reasonable period of time after the receipt by him/her of the foregoing disclosure. By having Atlantic prepare an Investigative Consumer Report for Client, Client is certifying that it has complied with the above requirements in this Section and otherwise met all legal prerequisites for receiving an Investigative Consumer Report. Further, upon receipt of a request by a consumer for additional information about the Investigative Consumer Report being ordered, Client shall disclose in writing the nature and scope of the investigation, which shall be complete and accurate. The disclosure shall be mailed or otherwise delivered to the Consumer not later than five (5) days after the date on which the request for additional disclosure was received from the Consumer or the date the Client first requested the Report, whichever is later.

B. Credit History Information. If Client chooses to order credit reports from Atlantic, it certifies the following:

1. If Client is an employer, Client understands that at least ten (10) states and certain municipalities impose requirements and/or restrictions on employers intending to use credit reports for employment purposes. Client will comply with all applicable legal requirements and restrictions pertaining to

2. Client acknowledges that special requirements are imposed by credit bureaus before access to credit history information may be provided. Client therefore agrees to the following:

   a. Client shall make no employment decisions based solely on credit bureau alerts/warnings regarding addresses and/or Social Security Numbers.

   b. Client shall permit a physical site inspection of its premises. The cost for the site inspection will be billed to Client. Atlantic will arrange for an inspector to come to Client's location. For residential offices, the inspection and fee will be annual.

   c. Client shall ensure security programs and appropriate access requirements are in place, the purpose being to prevent unauthorized ordering, accessing, and/or unauthorized viewing of consumer information; Client shall also inform all employees that they may not access their personal information or information about friends and/or relatives or any other person unless it is for legitimate business purposes.

   d. To the extent Client is eligible to receive credit scores ("Scores"), Client shall only do so for its own exclusive use. Client may store Scores solely for Client's own use in furtherance of Client's original purpose for obtaining the Scores. Client shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder shall be held in strict confidence by Client and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any person, except (i) to those employees of Client with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of Client who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to Client and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law. Moreover, unless otherwise explicitly authorized in an agreement between Atlantic and Client for Scores obtained from a credit bureau, or as explicitly otherwise authorized in advance and in writing by a credit bureau through Atlantic, Client shall not disclose to consumers or any third party any or all such scores provided under this Agreement, unless required by law.

e. Client shall release and indemnify the credit bureau from all liability arising from the Client's unauthorized access, improper use, or reliance on consumer credit information provided pursuant to this Agreement.

f. Client shall comply with any other requirement imposed by a credit bureau, so long as Atlantic makes Client aware of such a requirement.

C. **Criminal History Information.** Atlantic recommends that Client screen consumers at the county, state, and federal level, as well as using federal and multi-state/nationwide databases. Client understands that Atlantic cannot be held responsible for any records that exist that do not fall within the scope of the search(es) ordered by Client. Client further understands that the multi-state/nationwide database information will only be offered in conjunction with a county or state-level verification of any possible "hit" and that Client will be separately charged for the associated fees. Finally, Client is aware that multiple states and municipalities impose restrictions on the use of criminal history information and that the EEOC counsels that employers should engage in a multi-step process when evaluating applicants'/employees' criminal history information designed to avoid any disparate impact problems under Title VII. Client agrees to monitor all applicable legal restrictions on the use of criminal history information and take all necessary steps to comply with them.

D. **Motor Vehicle Record Information.** Client certifies that it will only order motor vehicle records and/or driving records (collectively "MVRs") in strict compliance with the Driver Privacy Protection Act ("DPPA" at 18 U.S.C. § 2721 *et seq.*) and any related state laws. Client further certifies that no MVRs shall be ordered without first obtaining the written consent of the Consumer to obtain MVRs. Client shall not retain or store any Atlantic-provided MVR results or portions of information contained therein in any database or combine such information with data in any other database, except that Client may keep a copy of a Consumer's MVR in the Consumer's file. Client shall not transmit any data contained in the reported MVR via unsecured means. Client understands that when MVRs are sought in certain states, Client will be required to complete and store certain state-specific written consent materials in connection with any MVR check performed by Atlantic. Client agrees to complete such state-specific written consent materials as required by law or requested by Atlantic.

E. **The Work Number.** Client acknowledges that special requirements are imposed by Equifax Workforce Solutions before access to "The Work Number" may be provided by

Atlantic. If Client chooses to order such information from Atlantic, Client agrees to comply with the terms for “Subscribers” identified on Exhibit A to this Agreement.

F. **International Criminal Record Searches.** Client understands that international background checks may be conducted through a third-party independent contractor. Because of differences in foreign laws, language, and the manner in which foreign records are maintained and reported, Atlantic cannot be a guarantor or insurer of the accuracy of the information reported. Client agrees to release Atlantic and its affiliated companies, officers, agents, employees, and independent contractors from any liability whatsoever in connection with international background checks.

4. **Obligations Regarding The Security of Reports.** Client understands that Reports contain sensitive, personal information. Accordingly, Client agrees to do the following in order to preserve the security of the information being provided pursuant to this Agreement:

A. **Prevent Misuse Of Services Or Information.** Client shall only request Reports for one-time use. Client agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of Reports. Client agrees that Atlantic may temporarily suspend Client’s access pending an investigation of Client’s potential misuse. Client agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, Atlantic may immediately terminate this Agreement.

B. **Properly Maintain The Client Account.** Client is responsible for the administration and control of Account IDs and shall identify a main contact to coordinate with Atlantic. Client shall manage all Account IDs and notify Atlantic promptly if any Account ID becomes inactive or invalid. Client shall follow the policies and procedures of Atlantic with respect to account maintenance as communicated to Client from time to time.

C. **Limit Access Within Organization.** Client shall disclose Reports internally only to Client’s designated and authorized employees having a need to know and only in accordance with the Agreement and applicable law. Client shall ensure that such designated and authorized employees shall not attempt to obtain any Reports on themselves, associates, or any other person except in the reasonable exercise of their official duties.

D. **Limit Distribution Outside of Organization.** Client shall hold any Report obtained from Atlantic in strict confidence, and not disclose it to any third-parties except as necessary to comply with adverse-action requirements under the Fair Credit Reporting Act or as otherwise required by law.

E. **Disposal of Consumer Report Information.** Client agrees to take reasonable measures to dispose of Reports in order to prevent the unauthorized access to – or use of – information in a Report. Reasonable measures for disposing of Report information may include: (1) Burning, pulverizing, or shredding papers containing consumer report information so that the information cannot be read or reconstructed; (2) Destroying, erasing, deleting, and/or scrambling electronic files or media containing consumer report information so that the information cannot be read or reconstructed; or (3) Engaging a professional document destruction contractor to dispose of consumer report information. In all instances, Client’s report disposal procedures shall comply with applicable law.

F. **Properly Handle Any Potential Or Actual Security Breaches.** In the event that Client learns or has reason to believe that Report data has been disclosed to or accessed by an unauthorized party, Client shall comply with any and all applicable data breach laws.

5. Atlantic's Services and Obligations.

A. Compliance with Applicable Laws. Atlantic agrees to comply with all laws applicable to consumer reporting agencies. Among other things, Atlantic will: (a) follow reasonable procedures to assure maximum possible accuracy of the information reported, (b) disclose to Consumer, upon request, the information in the Consumer's file, and (c) reinvestigate any information disputed by the Consumer at no charge to the Client and take any necessary action to rectify a report that has been determined to have incorrect or unverifiable information.

B. Scope of Information Provided. Atlantic shall seek out and deliver information consistent with the service descriptions set forth on its website at the time of the relevant search. Client understands that it must review and consider the scope of a search before placing an order with Atlantic. Client also understands that it will not receive information from Atlantic that falls outside of a requested search, and that it will not receive information that Atlantic determines—in its sole discretion—to be unreportable under applicable law.

6. No Legal Advice. Client acknowledges the importance of complying with its obligations under applicable law and agrees that it will consult with legal counsel as appropriate regarding the acquisition and use of Reports. Client understands and acknowledges that Atlantic is not a law firm and does not provide legal advice in connection with Atlantic's furnishing of Reports to Client or Client's use of such Reports. Client understands that any communications by Atlantic's employees or representatives regarding searches, verifications, or the content of reports are not to be considered or construed as legal advice. Client shall consult with counsel as appropriate before deciding whether to act upon information reported by Atlantic. Client understands that sample forms or documents made available by Atlantic to Client, including, but not limited to, sample disclosure notices, written authorizations, and adverse action notices, are offered solely as a courtesy and should not be construed as legal advice. Laws governing the content of such documents frequently change. Accordingly, Client shall consult with counsel to make sure that it is using appropriate documents that comply with any and all applicable federal, state, and local laws. Use of Atlantic's sample documents or processes—including any process designed to obtain the consumer's consent to the background check—is entirely optional. Therefore, if Client chooses to use Atlantic's sample documents or processes in part or whole, Client agrees that such documents/processes should be considered its own (not that of Atlantic), and that Client has consulted with its own legal counsel to the extent necessary regarding the use of such documents/processes. Client shall indemnify and hold harmless Atlantic, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to Client's use of sample forms, sample documents, or processes made available by Atlantic.

7. Responsibility for Decision-Making. Client understands and agrees that Atlantic does not make the decision to deny employment or take any other adverse action based on any reported findings in the Atlantic investigation process. This responsibility rests solely with Client. Client accepts full responsibility for any decision or adverse action made in part or whole on a Report provided by Atlantic.

8. Warranties, Remedies, and Indemnification.

A. Atlantic assembles information from a variety of sources, including courthouses and government agencies. Client understands that these information sources are not maintained by Atlantic. Therefore, Atlantic cannot be a guarantor that the information provided from these sources is absolutely accurate. Nevertheless, Atlantic has in place procedures designed to ensure the maximum possible accuracy of the information reported and also procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

B. Client understands that Atlantic obtains the information in its Consumer Reports and Investigative Consumer Reports from various third-party sources "AS IS" and, therefore, is providing the information to Client **"AS IS". ATLANTIC MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR A COURSE OF PERFORMANCE; ATLANTIC EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.**

C. In addition to any indemnification obligation set forth elsewhere in this Agreement, Client shall indemnify and hold harmless Atlantic, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to: (i) any breach by Client of this Agreement or addenda to this Agreement, (ii) Client's violation of applicable laws or ordinances, or (iii) Client's negligence, misconduct, recklessness, errors or omissions.

D. ATLANTIC SHALL NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF ATLANTIC WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. IN ADDITION, ATLANTIC SHALL NOT BE LIABLE TO CLIENT UNDER ANY CIRCUMSTANCES FOR AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID TO ATLANTIC BY CLIENT DURING THE 12 MONTHS BEFORE SUCH LIABILITY AROSE. BOTH PARTIES AGREE THAT THE PRICES AFFORDED TO CLIENT ARE PREMISED ON THIS CAP ON DAMAGES.

9. Fees and Invoices. Client shall be responsible for paying all fees for services rendered to it, consistent with Exhibit B. In addition to service fees, Client shall be responsible for all data access charges or similar charges incurred by Atlantic in carrying out the requested searches/verifications (e.g., applicable court access costs or surcharges levied by federal, state, county governments, or governmental agencies, or fees charged by educational institutions, employer verification lines, licensing agencies, or other third-parties for access to information). Client shall also be responsible for charges resulting from Client's own errors (e.g., inputting data incorrectly or making duplicate requests). Atlantic may increase its fees for service at any time upon written notice. Client will be billed monthly. Invoices are considered past due after thirty (30) days from date of invoice. Unpaid balances thereafter are subject to a monthly interest charge of up to 1.5% per month until the obligation is paid in full, as allowed by law. Client shall review all invoices furnished and shall notify Atlantic of any discrepancies within thirty (30) days of receipt of the invoice. Absent an appropriate notice within thirty (30) days, the invoice will be deemed approved and accepted by Client. If it becomes necessary for Atlantic to pursue any collection of any amount due from Client under this Agreement, in addition to the principal amount due and interest, Atlantic shall be entitled to recover its costs of collection including, without limitation, reasonable attorney's fees, as allowed by law.

10. **Term.** This Agreement may be terminated by either Party for any reason whatsoever upon 30 days' prior written notice to the other Party. Notwithstanding the above, Atlantic may terminate this Agreement immediately upon written notice if Client is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if Client undergoes a change in ownership. In addition, Atlantic may terminate the Agreement immediately if it determines that Client has violated the Agreement or a separate legal requirement, or if it determines that there has been a material change in existing legal requirements that adversely affects the Agreement.

11. **Miscellaneous.**

A. **Counterparts; Facsimile Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

B. **Independent Contractor.** Each party is and shall remain an independent contractor. Neither party is authorized to assume or create an obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner.

C. **Address Change.** Client shall notify Atlantic if Client changes its name or address within 30 days.

D. **Information for "Vetting Purposes".** Client shall be expected to provide certain information to Atlantic regarding the nature of its business so that Atlantic may appropriately "vet" Client before providing Reports.

E. **General Legal Compliance.** Client shall comply with all laws applicable to its ordering, receipt, or use of Reports from Atlantic.

F. **Receipt of Federal Notices.** Client acknowledges that it has received a copy of two governmental notices: "A Summary of Your Rights Under the Fair Credit Reporting Act" and "Notice to Users of Consumer Reports."

G. **Audits.** Atlantic shall have the right to conduct periodic audits of Client's compliance with this Agreement. In addition, certain third-party vendors, such as departments of motor vehicles and credit bureaus, require the right to audit Client either directly or through Atlantic. The scope and frequency of any audit shall be at the reasonable discretion of Atlantic and will be subject to requirements imposed by third-party vendors. Atlantic will provide reasonable notice prior to conducting any audit provided that Atlantic has received reasonable notice from any third-party vendor involved in the audit process. Any violations discovered as a result of such audit may be cause for immediate action by Atlantic, including, but not limited to, immediate termination of this Agreement.

H. **Forum Selection and Choice of Law.** Florida law and federal law will govern this Agreement for all matters except for collections. The parties agree that any legal disputes other than collection matters will be handled in state court in Florida or federal court in Florida. Both parties agree that personal jurisdiction exists in Florida.

I. **Validity of Agreement.** The invalidity or unenforceability of any one provision of this Agreement shall not impair the validity and enforceability of the remaining provisions.

J. **Force Majeure.** The obligation of Atlantic to perform under this Agreement shall be excused if caused by matters beyond its reasonable control, including, without limitation, pandemic, government regulation or law, war or insurrection, civil commotion, destruction of production facilities or material by earthquake, fire, flood, storm or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers.

K. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, Client shall not assign or otherwise transfer this Agreement or any interest herein without the prior written consent of Atlantic.

L. **No Third-Party Beneficiaries.** Except as specifically provided for herein, this Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.

M. **No Waiver.** The failure of either party to insist on prompt performance of their duties shall not constitute a waiver of that duty.

N. **Exhibits and Schedules Incorporated.** All Exhibits and Schedules attached hereto are incorporated herein.

O. **Survival.** The following provisions shall survive termination of this Agreement: 3B(2)(e), 4, 6, 7, 8, 9, 11E, and 11H.

P. **Entire Agreement.** This Agreement and any attachments hereto constitute the entire agreement between the parties and supersede all prior understanding, written or oral, between the parties with respect to the subject matter hereof. No changes or alterations may be made to this Agreement unless in writing signed by duly-authorized representatives of each party to this Agreement.

In signing this Agreement on behalf of Client, the individual below hereby certifies that they have direct knowledge of the facts addressed above and that **they are authorized to execute this Agreement on behalf of Client.**

On Behalf of Client

Signature ______________________

Printed John Medina

Title Assistant City Manager

Date 2-25-2026

On Behalf of Atlantic Personnel & Tenant Screening, Inc.

Signature ______________________

Printed ______________________

Title ______________________

Date ______________________

Atlantic Employee Screening

Exhibit A

Additional Terms and Conditions for Those Ordering Employment Verification Information from The Work Number

Equifax Verification Solutions (EVS) Employment Information (as defined below) will be received by Subscriber through CRA subject to the following conditions (the "Terms and Conditions"):

1. Any information services and data originating from EVS (the "EVS Employment Information") will be requested only for Subscriber's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. Only designated representatives of Subscriber will request EVS Employment Information on Subscriber's employees, and employees will be forbidden to obtain EVS Employment Information on themselves, associates or any other persons except in the exercise of their official duties. Subscriber will not disclose EVS Employment Information to the subject of the EVS Employment Information except as permitted or required by law, but will refer the subject to EVS.

2. Subscriber will hold EVS and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of EVS Employment Information by Subscriber, its employees or agents contrary to the conditions of Section 1 above or applicable law.

3. Subscriber recognizes that EVS does not guarantee the accuracy or completeness of EVS Employment Information and Subscriber releases EVS and EVS's agents, employees, affiliated credit reporting agencies and independent contractors from any liability, including negligence, in connection with the provision of EVS Employment Information and from any loss or expense suffered by Subscriber resulting directly or indirectly from EVS Employment Information. Subscriber covenants not to sue or maintain any claim, cause of action, demand, cross-action, counterclaim, third-party action or other form of pleading against EVS, EVS's agents, employees, affiliated credit reporting agencies, or independent contractors arising out of or relating in any way to the accuracy, validity, or completeness of any EVS Employment Information.

4. Subscriber will be charged for the EVS Employment Information by CRA, which is responsible for paying EVS for the EVS Employment Information; provided, however, should the underlying relationship between Subscriber and CRA terminate at any time during the term of this Agreement, charges for the EVS Employment Information will be invoiced to Subscriber, and Subscriber will be solely responsible to pay EVS directly.

5. Fair Credit Reporting Act Certification. Subscriber certifies that it will order EVS Employment Information, which is a consumer report as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when Subscriber intends to use the EVS Employment Information: (a) in accordance with the FCRA and all state law counterparts; and for the following permissible purpose: for employment purposes; provided, however, that Subscriber certifies that, before ordering EVS Employment Information to be used in connection with employment purposes, it will clearly and conspicuously disclose to the Consumer, in a written document consisting solely of the disclosure, that Subscriber may obtain EVS Employment Information for employment purposes, and will also obtain the Consumer's written authorization to obtain or procure EVS Employment Information relating to that Consumer. Subscriber further certifies that it will not take adverse action against the Consumer based in whole or in part upon the EVS Employment Information without first providing to the Consumer to whom the EVS Employment Information relates a copy of the EVS Employment Information and a written description of the Consumer's rights as prescribed by the Consumer Financial Protection Bureau ("CFPB") under Section 609(c)(3) of the FCRA as referenced on Exhibit C attached hereto, and also will not use any EVS Employment Information in violation of any applicable federal or state equal employment opportunity law or regulation. Subscriber will use EVS Employment Information ordered under this Agreement for the foregoing purpose and for no other purpose. Subscriber acknowledges that it has received from CRA a copy of the consumer rights summary as prescribed by the CFPB as referenced on Exhibit C.

It is recognized and understood that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both." EVS may periodically conduct audits of Subscriber regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by email whenever possible and will require Subscribers to provide documentation as to permissible use of particular EVS Employment Information. In addition, CRA will be required to provide documentation indicating CRA validated the legitimacy of subscriber prior to contract execution and will also provide a copy of agreement between CRA and Subscriber. Subscriber gives its consent to EVS to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Subscriber's material breach of this Agreement, constitute grounds for immediate suspension of the Service or termination of this Agreement. If EVS terminates this Agreement due to the conditions in the preceding sentence, Subscriber (i) unconditionally releases and agrees to hold EVS harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against EVS in connection with such termination.

Vermont Certification. Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order EVS Employment Information relating to Vermont residents that are consumer reports as defined by the Vermont Fair Credit Reporting Act ("VFCRA"), only after Subscriber has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Subscriber further certifies that a copy of Section 2480e of the Vermont Fair Credit Reporting Statute, attached hereto, was received from CRA.

Subscriber will comply with the applicable provisions of the FCRA, Federal Equal Credit Opportunity Act and any amendments to it, all state law counterparts of them, and all applicable regulations promulgated under any of them including, without limitation, any provisions requiring adverse action notification to the Consumer.

6. Data Security. This Section 6 applies to any means through which Subscriber orders or accesses EVS Employment Information including, without limitation, system-to-system, personal computer or the Internet. The term "Authorized User" means a Subscriber employee that Subscriber has authorized to order the EVS Employment Information and who is trained on Subscriber's obligations under this Agreement with respect to the ordering and use of the EVS Employment Information, including Subscriber's FCRA and other obligations with respect to the access and use of consumer reports.

(a) With respect to handling the EVS Employment Information, Subscriber agrees to:

a. ensure that only Authorized Users can order or have access to EVS Employment Information,
b. ensure that Authorized Users do not order EVS Employment Information for personal reasons or provide them to any third party except as permitted by this Agreement,
c. inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment,
d. ensure that all devices used by Subscriber to order or access the EVS Employment Information are placed in a secure location and accessible only by Authorized Users and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,
e. take all necessary measures to prevent unauthorized ordering of EVS Employment Information by any persons other than Authorized Users for permissible purposes, including, without limitation, (a) limiting the knowledge of the Subscriber security codes, member numbers, User IDs, and any passwords Subscriber may use (collectively, "Security Information"), to those individuals with a need to know, (b) changing Subscriber's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the EVS Employment Information, or if Subscriber suspects an

unauthorized person has learned the password, and (c) using all security features in the software and hardware Subscriber uses to order EVS Employment Information,

f. in no event access the EVS Employment Information via any hand-held wireless communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals, and portable data terminals,

g. not use non-company owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) to store EVS Employment Information,

h. encrypt EVS Employment Information when it is not in use and with respect to all printed EVS Employment Information store in a secure, locked container when not in use and completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose,

i. if Subscriber sends, transfers or ships any EVS Employment Information, encrypt the EVS Employment Information using the following minimum standards, which standards may be modified from time to time by EVS: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key encrypted algorithms,

j. monitor compliance with the obligations of this Section 6, and immediately notify EVS if Subscriber suspects or knows of any unauthorized access or attempt to access the EVS Employment Information, including, without limitation, a review of EVS invoices for the purpose of detecting any unauthorized activity,

k. not ship hardware or software between Subscriber's locations or to third parties without deleting all Security Information and any EVS Employment Information,

l. if Subscriber uses a Service Provider to establish access to EVS Employment Information, be responsible for the Service Provider's use of Security Information, and ensure the Service Provider safeguards Security Information through the use of security requirements that are no less stringent than those applicable to Subscriber under this Section 6,

m. use commercially reasonable efforts to assure data security when disposing of any consumer information or record obtained from the EVS Employment Information. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Subscriber's activities (e.g. the Consumer Financial Protection Bureau, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records,

n. use commercially reasonable efforts to secure EVS Employment Information when stored on servers, subject to the following requirements: (i) servers storing EVS Employment Information must be separated from the internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect EVS Employment Information through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing EVS Employment Information, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security specific system patches, as they are available,

o. not allow EVS Employment Information to be displayed via the internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices, and

p. use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review by EVS.

(b) If EVS reasonably believes that Subscriber has violated this Section 6, EVS may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Subscriber and at

EVS's sole expense, conduct, or have a third party conduct on its behalf, an audit of Subscriber's network security systems, facilities, practices and procedures to the extent EVS reasonably deems necessary, including an on-site inspection, to evaluate Subscriber's compliance with the data security requirements of this Section 6.

7. Subscriber certifies that it has read the attached Exhibit D "Notice to Users of Consumer Reports, Obligations of Users" which explains Subscriber's obligations under the FCRA as a user of consumer information.

State Compliance Matters
Vermont Fair Credit Reporting Contract Certification

The undersigned, ("Subscriber"), acknowledges that it subscribes to receive various information services from TALX Corporation, a provider of Equifax Verification Solutions ("EVS") in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the "FCRA") and its other state law counterparts. In connection with Subscriber's continued use of EVS information services in relation to Vermont consumers, Subscriber hereby certifies as follows:

Vermont Certification. Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order EVS Employment Information relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Subscriber has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Subscriber further certifies that the attached copy of § 2480e of the Vermont Fair Credit Reporting Statute was received from EVS.

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

(a) A person shall not obtain the credit report of a consumer unless:
(1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
(2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.
(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.
(c) Nothing in this section shall be construed to affect:
(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Consumer Financial Protection Bureau.

VERMONT RULES * CURRENT THROUGH JUNE 1999 *****
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

Exhibit B

A SUMMARY OF YOUR CUSTOM PRICING FOR SERVICES

See attached PDF.

Exhibit C

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

See attached PDF.

Exhibit D

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

See attached PDF.

Atlantic Employee Screening

Exhibit B

A SUMMARY OF YOUR CUSTOM PRICING FOR SERVICES

We offer competitive pricing tailored to the scope and volume of your screening needs. Package pricing applies to the primary name with a standard 7-year scope and up to 3 county searches. For alias names, expanded scope requests, or industry-specific screening solutions, please contact our team.

Package Pricing	Atlantic Service Fees
Executive Package*: - Identification Report - Multi-State Criminal Database Search - Nationwide Sexual Offenders & Predators - US Patriot Act & Other Public Records - Nationwide Federal Level Criminal Search - Past 7 Year Residence County Report - Employment Verification (1) - Education Verification (1)	**$53.00**
Comprehensive Package*: - Identification Report - Multi-State Criminal Database Search - Nationwide Sexual Offenders & Predators - US Patriot Act & Other Public Records - Past 7 Year Residence County Report - Nationwide Federal Level Criminal Search	**$35.00**
Expanded Package*: - Identification Report - Multi-State Criminal Database Search - Nationwide Sexual Offenders & Predators - US Patriot Act & Other Public Records - Nationwide Federal Level Criminal Search	**$20.00**
Basic Package*: - Multi-State Criminal Database Search - Nationwide Sexual Offenders & Predators - US Patriot Act & Other Public Records	**$11.00**

** Certain services may include court access or a third-party pass-through fees, which can vary by source. These fees are billed at cost—no hidden extras, no smoke and mirrors. We prefer keeping things as clear as your background check results. Pricing quoted is valid for 30 days from the date of this proposal.*

Atlantic Employee Screening

A La Carte Services	Atlantic Service Fees
Identification Report	$2.00
County Criminal Records Search*	$9.00
State Criminal Database Search	$7.00
State Criminal Records Search*	$9.00
Nationwide Federal Criminal Records Search*	$10.00
International Criminal Records Search*	$45.00
Multi-State Criminal Database Search	$12.00
Global Security Watch List	$8.00
Sex Offender Records Search	$5.00
County Civil Records Search*	$10.00
Nationwide Federal Civil Records Search*	$12.00
Employment or Education Verification*	$10.00 each
Professional License Verification	$10.00
Reference Verification	$12.00
Credit Report	$10.00
Driving Records (MVR)*	$5.00
Social Media Screening	$30.00
Bankruptcy Filings Search	$10.00
OFAC, OIG, or SAM	$6.00 each
FACIS – Level 1M*	$8.00
FACIS – Level 3*	$9.00
PSP Crash and Inspection History	$19.00
CDLIS	$5.00
FMCSA Query	$9.00
Consent Based Social Security Verification	$15.00
Form I-9 & Storage	$5.00
E-Verify	$6.00
Workers Compensation*	$ 12.00
Pre-Adverse & Adverse Action Letters	No Charge (FREE)

Package & À la carte Pricing in Exhibit B Subject to Additional Fees

1. **Statutory Fees:** Certain counties across the United States may impose statutory fees for criminal record searches. These fees are confirmed directly with the courts and will be billed only when applicable. A current list of statutory fees is available upon request. Please note that these fees are set by the courts and are subject to change without notice based on updates or adjustments made by the respective jurisdictions.
2. **Employment and Education Verifications:** Employment and education verifications conducted through third-party entities may incur additional fees. These fees will be billed only when imposed by a third-party verifier. In countries where schools or employers assess their own verification fees, such charges will be converted to U.S. dollars and invoiced accordingly. All third-party verification fees are subject to change without notice based on the policies of the originating entity.
3. **Motor Vehicle Reports and Statewide Criminal Searches:** Certain states may impose additional fees for Motor Vehicle Reports (MVRs) and Statewide Criminal Searches. These fees will be billed only when assessed by the respective state agencies. A current list of state fees is available upon request. Please note that these fees are subject to change without notice based on adjustments made by the individual states.
4. **Document Retrieval and Court Case Copies:** Additional fees may apply when retrieving documents or obtaining copies of court cases. These charges are determined by the court or agency providing the records and will be billed only when applicable. Fees may vary by jurisdiction and are subject to change without notice.
5. **International Criminal Searches:** Fees for international criminal searches vary by country or territory and are determined by the respective jurisdictions and data sources. Availability and pricing depend on vendor access within each region and are subject to change without notice. All international search fees are billed only when applicable.
6. **Additional County Searches from Multi-Jurisdictional Results:** If potential records (e.g., criminal records) are identified through multi-jurisdictional databases, National Sex Offender searches, or Statewide searches in a county not previously revealed by the ID report, a corresponding local county search will be conducted. This search will be added to the package at the à la carte rate listed in Exhibit B.
7. **Operational Support:** Operational support is provided in alignment with each collection facility's standard hours of operation. Requests for after-hours support may require additional set-up and program management and are subject to applicable fees.
8. **Occupational Health and Clinical Services – No-Show Fee:** A $5 fee per scheduled event applies for no-shows. A no-show result is recorded when an order is placed but the scheduled individual does not appear for the assigned services. Charges will be applied once the clinic confirms no record of the individual completing the scheduled services.
9. **Drug Test Collection Fees:** Drug test collection fees apply only to in-network collection locations. Out-of-network, third-party, and higher-cost collection sites assess additional service fees. Such fees are determined by the collection site and will be billed only when applicable.
10. **Adjudication Grid:** The setup and ongoing administration of a customized adjudication grid may result in additional fees. These fees are based on the level of customization and configuration required to meet specific program needs and will be disclosed in advance before implementation.
11. **Custom Technical Development:** Custom technical development may incur additional costs at the discretion of Atlantic Employee Screening. This includes, but is not limited to, requests for custom integration work, tailored reporting, platform functionality enhancements, transitions between ATS integrations, or other non-standard process requests. Any such fees will be communicated in advance before work begins.
12. **Payment Terms:** Standard payment terms are net-30 days from the invoice date, unless otherwise specified in the executed agreement.

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.

- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

  In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.

- **You many limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over $10 billion and their affiliates b. Such affiliates that are not banks, savings associations, or credit unions also should list,	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552 b. Federal Trade Commission: Consumer Response Center – FCRA

in addition to the CFPB:	Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center P.O. Box. 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E.

	Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

All users of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Bureau of Consumer Financial Protection's website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Bureau's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. <u>Users Must Notify Consumers When Adverse Actions Are Taken</u>

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. <u>Users Have Obligations When Fraud and Active Duty Military Alerts are in Files</u>

When a consumer has placed a fraud alert, including one relating to identify theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. <u>Users Have Obligations When Notified of an Address Discrepancy</u>

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Consumer Financial Protection Bureau and the banking and credit union regulators.

The Consumer Financial Protection Bureau regulations will be available at www.consumerfinance.gov/learnmore/.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Consumer Financial Protection Bureau, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Consumer Financial Protection Bureau regulations may be found at www.consumerfinance.gov/learnmore/.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the Consumer Financial Protection Bureau.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYMEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 614(d). This practice is known as "prescreening" and typically involves obtaining a list of consumers from a CRA who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.

- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the Consumer Financial Protection Bureau has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
(1) the identify of all end-users;
(2) certifications from all users of each purpose for which reports will be used; and
(3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The Consumer Financial Protection Bureau website, www.consumerfinance.gov/learnmore, has more information about the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1618 et seq.:

	15 U.S.C. 1681
Section 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681c-1
Section 605B	15 U.S.C. 1681c-2
Section 606	15 U.S.C. 1681d
Section 607	15 U.S.C. 1681e
Section 608	15 U.S.C. 1681f
Section 609	15 U.S.C. 1681g
Section 610	15 U.S.C. 1681h
Section 611	15 U.S.C. 1681i
Section 612	15 U.S.C. 1681j
Section 613	15 U.S.C. 1681k
Section 614	15 U.S.C. 1681l
Section 615	15 U.S.C. 1681m
Section 616	15 U.S.C. 1681n
Section 617	15 U.S.C. 1681o
Section 618	15 U.S.C. 1681p
Section 619	15 U.S.C. 1681q
Section 620	15 U.S.C. 1681r
Section 621	15 U.S.C. 1681s
Section 622	15 U.S.C. 1681s-1
Section 623	15 U.S.C. 1681s-2
Section 624	15 U.S.C. 1681t
Section 625	15 U.S.C. 1681u
Section 626	15 U.S.C. 1681v
Section 627	15 U.S.C. 1681w
Section 628	15 U.S.C. 1681x
Section 629	15 U.S.C. 1681y

All furnishers of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. § 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is set forth in full at the Bureau of Consumer Financial Protection's website at www.consumerfinance.gov/learnmore. A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document.

Section 623 imposes the following duties:

Accuracy Guidelines

The banking and credit union regulators and the CFPB will promulgate guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. The regulations and guidelines issued by the CFPB will be available at www.consumerfinance.gov/learnmore when they are issued. Section 623(e).

General Prohibition on Reporting Inaccurate Information

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 623(a)(1)(A) and (a)(1)(C).

Duty to Correct and Update Information

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623(a)(2).

Duties After Notice of Dispute from Consumer

If a consumer notifies a furnisher, at an address specified by the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a)(1)(B).
If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a)(3).

The federal banking and credit union regulators and the CFPB will issue regulations that will identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Once these regulations are issued, furnishers must comply with them and complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." The CFPB regulations will be available at www.consumerfinance.gov. Section 623(a)(8).

Duties After Notice of Dispute from Consumer Reporting Agency

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b)(1)(A) and (b)(1)(B).
- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. Sections 623(b)(1)(C) and (b)(1)(D).
- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2).
- Promptly modify or delete the information, or block its reporting. Section 623(b)(1)(E).

Duty to Report Voluntary Closing of Credit Accounts

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnishes information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a)(4).

Duty to Report Dates of Delinquencies

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. Section 623(a)(5).

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. Section 623(a)(5).

Duties of Financial Institutions When Reporting Negative Information

Financial institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a)(7). The Consumer Financial Protection Bureau has prescribed model disclosures, 12 CFR Part 1022, App. B.

Duties When Furnishing Medical Information

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a)(9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

Duties when ID Theft Occurs

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. Section 623(a)(6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each consumer reporting agency of the correct information and must thereafter report only complete and accurate information. Section 623(a)(2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. Section 615(f).

The Consumer Financial Protection Bureau website, www.consumerfinance.gov/learnmore, has more information about the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681c-1	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681c-2	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

Para informacion en espanol, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.**

• **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.

• **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

- a person has taken adverse action against you because of information in your credit report;
- you are the victim of identify theft and place a fraud alert in your file;
- your file contains inaccurate information as a result of fraud;
- you are on public assistance;
- you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

• **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

• **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

• **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

• **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

• **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

• **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.

• **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.

• **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

• **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over $10 billion and their affiliates.	a. Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20006
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:	b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 400 Seventh Street SW Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 1925 K Street NW Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 406 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F St NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

Atlantic Employee Screening

FCRA Requirements

Federal Fair Credit Reporting Act (as amended by the Consumer Credit Reporting Reform Act of 1996)

Although the FCRA primarily regulates the operations of consumer credit reporting agencies, it also affects you as a user of information. We have included a copy of the FCRA with your membership kit. We suggest that you and your employees become familiar with the following sections in particular:

§ 604. Permissible Purposes of Reports

§ 607. Compliance Procedures

§ 615. Requirement on users of consumer reports

§ 616. Civil liability for willful noncompliance

§ 617. Civil liability for negligent noncompliance

§ 619. Obtaining information under false pretenses

§ 621. Administrative Enforcement

§ 623. Responsibilities of Furnishers of Information to Consumer Reporting Agencies

§ 628. Disposal of Records

Each of these sections is of direct consequence to users who obtain reports on consumers.

As directed by the law, credit reports may be issued only if they are to be used for extending credit, review or collection of an account, employment purposes, underwriting insurance or in connection with some other legitimate business transaction such as in investment, partnership, etc. It is imperative that you identify each request for a report to be used for employment purposes when such report is ordered. Additional state laws may also impact your usage of reports for employment purposes.

We strongly endorse the letter and spirit of the Federal Fair Credit Reporting Act. We believe that this law and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce.

In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, we expect that you and your staff will comply with all relevant federal statutes and the statutes and regulations of the states in which you operate.

We support consumer reporting legislation that will assure fair and equitable treatment for all consumers and users of credit information.

____

Signature/Title Date

Atlantic Employee Screening

Experian Security Requirements

The security requirements included in this document represent the minimum security requirements acceptable to Experian and are intended to ensure that a Third Party (i.e., Supplier, Reseller, Service Provider or any other organization engaging with Experian) has appropriate controls in place to protect information and systems, including any information that it receives, processes, transfers, transmits, stores, delivers, and / or otherwise accesses on behalf of Experian.

Definitions

"Experian Information" means Experian highly sensitive information including, by way of example and not limitation, data, databases, application software, software documentation, supporting process documents, operation process and procedures documentation, test plans, test cases, test scenarios, cyber incident reports, consumer information, financial records, employee records, and information about potential acquisitions, and such other information that is similar in nature or as mutually agreed in writing, the disclosure, alteration or destruction of which would cause serious damage to Experian's reputation, valuation, and / or provide a competitive disadvantage to Experian.

"Resource" means all Third-Party devices, including but not limited to laptops, PCs, routers, servers, and other computer systems that store, process, transfer, transmit, deliver, or otherwise access the Experian Information.

1. Information Security Policies and Governance

Third Party shall have Information Security policies and procedures in place that are consistent with the practices described in an industry standard, such as ISO 27002 and / or this Security Requirements document, which is aligned to Experian's Information Security policy.

2. Vulnerability Management

Firewalls, routers, servers, PCs, and all other resources managed by Third Party (including physical, on- premise or cloud hosted infrastructure) will be kept current with appropriate security specific system patches. Third Party will perform regular penetration tests to further assess the security of systems and resources. Third Party will use end-point computer malware detection / scanning services and procedures.

3. Logging and Monitoring

Logging mechanisms will be in place sufficient to identify security incidents, establish individual accountability, and reconstruct events. Audit logs will be retained in a protected state (i.e., encrypted, or locked) with a process for periodic review.

4. Network Security

Third Party will use security measures, including anti-virus software, to protect communications systems and networks device to reduce the risk of infiltration, hacking, access penetration by, or exposure to, an unauthorized third-party.

5. Data Security

Third Party will use security measures, including encryption, to protect Experian provided data in storage and in transit to reduce the risk of exposure to unauthorized parties.

6. Remote Access Connection Authorization

All remote access connections to Third Party internal networks and / or computer systems will require authorization with access control at the point of entry using multi-factor authentication. Such access will use secure channels, such as a Virtual Private Network (VPN).

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7. Incident Response

Processes and procedures will be established for responding to security violations and unusual or suspicious events and incidents. Third Party will report actual or suspected security violations or incidents that may affect Experian to Experian within twenty-four (24) hours of Third Party's confirmation of such violation or incident.

8. Identification, Authentication and Authorization

Each user of any Resource will have a uniquely assigned user ID to enable individual authentication and accountability. Access to privileged accounts will be restricted to those people who administer the Resource and individual accountability will be maintained. All default passwords (such as those from hardware or software vendors) will be changed immediately upon receipt.

9. User Passwords and Accounts

All passwords will remain confidential and use 'strong' passwords that expire after a maximum of 90 calendar days. Accounts will automatically lockout after five (5) consecutive failed login attempts.

10. Training and Awareness

Third Party shall require all Third Party personnel to participate in information security training and awareness sessions at least annually and establish proof of learning for all personnel.

11. Experian's Right to Audit

Third Party shall be subject to remote and / or onsite assessments of its information security controls and compliance with these Security Requirements.

12. Bulk Email Communications into Experian

Third party will not "bulk email" communications to multiple Experian employees without the prior written approval of Experian. Third party shall seek authorization via their Experian Relationship Owner in advance of any such campaign.

__City of Big Spring, Texas_____________

Client Name

____John Medina___________________________

Signature Printed Name

____

Date

Atlantic Employee Screening

End User Certification of Compliance

CALIFORNIA CIVIL CODE - SECTION 1785.14(A)

Section 1785.14(a), as amended, states that a consumer credit reporting agency does not have reasonable grounds for believing that a consumer credit report will only be used for a permissible purpose unless all of the following requirements are met:

Section 1785.14(a)(1) states: "If a prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the consumer credit reporting agency shall, with a reasonable degree of certainty, match at least three categories of identifying information within the file maintained by the consumer credit reporting agency on the consumer with the information provided to the consumer credit reporting agency by the retail seller. The categories of identifying information may include, but are not limited to, first and last name, month and date of birth, driver's license number, place of employment, current residence address, previous residence address, or social security number. The categories of information shall not include mother's maiden name."

Section 1785.14(a)(2) states: "If the prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the retail seller must certify, in writing, to the consumer credit reporting agency that it instructs its employees and agents to inspect a photo identification of the consumer at the time the application was submitted in person. This paragraph does not apply to an application for credit submitted by mail."

Section 1785.14(a)(3) states: "If the prospective user intends to extend credit by mail pursuant to a solicitation by mail, the extension of credit shall be mailed to the same address as on the solicitation unless the prospective user verifies any address change by, among other methods, contacting the person to whom the extension of credit will be mailed."

In compliance with Section 1785.14(a) of the California Civil Code, ______________________________("End User") hereby certifies to Consumer Reporting Agency as follows: (Please circle)

End User ☐ is ☐ is not a retail seller, as defined in Section 1802.3 of the California Civil Code ("Retail Seller") and issues credit to consumers who appear in person on the basis of applications for credit submitted in person ("Point of Sale").

End User also certifies that if End User is a Retail Seller who conducts Point of Sale transactions, End User will, beginning on or before July 1, 1998, instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person.

End User also certifies that it will only use the appropriate End User code number designated by Consumer Reporting Agency for accessing consumer reports for California Point of Sale transactions conducted by Retail Seller.

If End User is not a Retail Seller who issues credit in Point of Sale transactions, End User agrees that if it, at any time hereafter, becomes a Retail Seller who extends credit in Point of Sale transactions, End User shall provide written notice of such to Consumer Reporting Agency prior to using credit reports with Point of Sale transactions as a Retail Seller, and shall comply with the requirements of a Retail Seller conducting Point of Sale transactions, as provided in this certification.

____
End User

____
By Title Date

Atlantic Employee Screening

End User Certification of Use for Employment Insight Reports

In compliance with the Federal Fair Credit Reporting Act as amended by the Consumer Credit Reporting Reform Act of 1996 (the "Act"), the City of Big Spring ("End User") hereby certifies to Consumer Reporting Agency that it will comply with the following provisions:

1. End User will ensure that prior to procurement or causing the procurement of a consumer report for employment purposes (an Employment Insight Report):
    a. a clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and
    b. the consumer has authorized in writing the procurement of the report by the End User.

2. In using a consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, the End User shall provide to the consumer to whom the report relates
    a. a copy of the report; and
    b. a description in writing of the rights of the consumer under the Act, a copy of which is attached hereto ("Summary of Consumer Rights").

The information from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

End User hereby acknowledges receipt of the Summary of Consumer Rights.

___John Medina ____
(Name of End User)

Signature	Title	Date
	Assistant City Manager	2/25/2026

Atlantic Employee Screening

Addendum for Credit Report Access

Death Master File:

I. End-User acknowledges that many services containing Experian information also contain information from the Death Master File as issued by the Social Security Administration ("DMF");

II. And certifies pursuant to Section 2-3 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102 that, consistent with its application FCRA or GLB use of Experian information, the client's use of deceased flags or other indicia within the Experian information is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules, and regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1);

III. And certifies that the End-user will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within the Experian information.

Additional Security:

I. Client (End-user) certifies that they shall implement and maintain a comprehensive information security program written in one of more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to the client's size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to the client by the Reseller;

II. And certifies that such safeguards shall include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to:

III. Insure the security and confidentiality of the information provided by Reseller,

IV. Protect against any anticipated threats or hazards to the security or integrity of such information, and

V. Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer.

City of Big Spring, Texas

Client Name

Signature

John Medina 2/25/2026

Print Name Date

Atlantic Employee Screening

Addendum for Texas Municipalities

This Addendum is made and entered into by and between Atlantic Personnel & Tenant Screening, Inc. ("Atlantic"), and City of Big Spring, a Texas home rule municipality ("Client"). This Addendum shall be effective on the date of the last signature below (the "Effective Date").

This Addendum is incorporated into and made part of the Client Agreement (the "Agreement") between the parties. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control solely to the extent necessary to comply with applicable Texas law governing municipalities.

1. **Availability of Funds.** If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled, provided, however, that Client shall remain responsible for payment of all Services rendered and charges incurred through the effective date of cancellation. Atlantic may also be compensated for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. Atlantic may also be compensated for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

2. **Forum Selection and Choice of Law.** The laws of the State of Texas shall govern this Agreement, without regard to its conflict of law principles, and venue for any action concerning this Agreement shall be in Howard County, Texas, unless the subject matter of the dispute is required by law to be filed in federal court, in which case the venue shall be in the United States District Court for the Northern District of Texas (Abilene Division). The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

3. **Insurance.** Atlantic shall furnish to Client a properly executed certificate of insurance from a carrier having A.M. Best rating of A/VII or better, licensed or approved to transact business in the State of Texas which shall evidence that Atlantic has obtained Commercial General Liability Insurance with limits of not less than $1,000,000 Combined Single Limit per occurrence and naming Client as an additional insured. Such insurance shall not be canceled, except on thirty (30) days' prior written notice to Client. Atlantic shall provide verified copies of certificates of insurance if requested by Client. Atlantic shall maintain such insurance coverage from the time services commence until services are completed and provide replacement certificates for any such insurance expiring prior to completion of services.

4. **No Conflicts of Interest.** Atlantic represents that no official or employee of Client has any direct or indirect pecuniary interest in this Agreement.

5. **No Waiver of Immunity.** The Parties agree that Client has not waived immunity by entering into and performing its respective obligations under this Agreement.

6. **Boycott Israel; Boycott Firearm Companies; and Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations.**

   a. Atlantic verifies that it does not boycott Israel and agrees that during the term of the Agreement it will not boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

   b. Atlantic verifies that it does not boycott energy companies and agrees that during the term of this Agreement it will not boycott energy companies as that term is defined in Texas Government Code Section 809.001, as amended.

c. Atlantic verifies that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

d. This section does not apply if Atlantic is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Atlantic has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement.

7. **No Excluded Nation or Foreign Terrorist Organization.** Atlantic certifies that it is not engaged in active business operations within Sudan, Iran, or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code Sections 806.051, 807.051, or 2252.153.

8. **Notice.** Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or electronic mail with confirmation of transmission to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received (i) three (3) days after deposit in the mail, (ii) one (1) business day after delivery to an overnight carrier, or (iii) on the date of confirmed electronic transmission:

If intended for Client: With copy to: ____________________

City of Big Spring, Texas
Attn: John Medina
Address: 310 Nolan Street, Big Spring, Texas 79720

Email: jmedina@mybigspring.com

If intended for Atlantic:

Atlantic Personnel & Tenant Screening, Inc.
Attn: Doug Avdellas
8895 N. Military Trail, Suite 301D
Palm Beach Gardens, Florida 33410
Email: davdellas@atlanticscreening.com

In signing this Addendum on behalf of Client, the individual below hereby certifies that they have direct knowledge of the facts addressed above and that they are authorized to execute this Addendum on behalf of Client.

On Behalf of Client	On Behalf of Atlantic Personnel & Tenant Screening, Inc.
Signature ______________________	Signature ____________________
Printed ________________________	Printed ______________________
Title ___________________________	Title ________________________
Date ___________________________	Date ________________________

CITY OF
Big Spring

MEMORANDUM

Date:	June 9, 2026
To:	Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager
From:	Mike Feeley A.A.E., Airport Director
Re:	Proposed Hangar Development Associated with Black Forest Ventures RE LLC at McMahon-Wrinkle Airport

On May 5, 2026, staff sent a communication to Black Forest Ventures Aviation RE, LLC, who operate as Galaxy FBO expressing the City's interest in building an aircraft Hangar at McMahon-Wrinkle Airport. Subsequent to that letter being sent staff met executives from Black Forest Ventures RE LLC in mid-May where their team asked if the city would be receptive to Black Forest Ventures RE LLC building the hangar instead of the city. Staff concurred with that approach and then on June 1, 2026, staff received a formal letter from them asking for authorization to move forward with the development of an 18,000 square foot corporate hangar, with 2, 400 square feet of office space and an associated 5,000 square foot parking lot (see the attached exhibit).

Staff are requesting that City Council authorize the City Manager to negotiate and execute the proposed lease amendment to facilitate this development.

BLACK FOREST VENTURES HANGAR SITE EXHIBIT

Big Spring, Texas

LEGEND

- Proposed Hangar (150'×120')
- Proposed Office (40'×60')
- Fuel Farm

N

0 20 40 80 Feet

NOTES

1. Building footprints are approximate.
2. Exhibit prepared for conceptual planning purposes only.

BIG SPRING TEXAS

BLACK FOREST

June 1, 2026

City of Big Spring
McMahon-Wrinkle Airport
3200 Rickabaugh Dr. West
Big Spring, TX, 79720
Attn: Mike Feeley, Airport Director

Subject: Exercise of Right of First Refusal – Development Opportunity

Dear Mr. Feeley,

Pursuant to Section 50 of that certain Lease Agreement by and between the City of Big Spring and Black Forest Ventures Aviation RE, LLC (the "Lease"), this letter serves as formal notice that Tenant hereby elects to exercise its Right of First Refusal with respect to the Offered Portion described in your recent correspondence (the "Offered Portion").

Tenant intends to pursue development of the Offered Portion, including, without limitation, the construction of hangars and related aeronautical improvements consistent with the permitted uses under the Lease.

Tenant further expressly states that all improvements constructed on the Offered Portion are intended to constitute "Capital Improvements" under Section 11 of the Lease, and upon the Offered Portion being added to the Demised Premises, the costs of such improvements shall be included in and credited toward Tenant's aggregate Capital Improvements obligation, including the Six Million Dollar ($6,000,000) requirement described in Section 11(C) of the Lease.

Tenant requests that, consistent with Section 50(C) of the Lease, the parties proceed with preparation and execution of an amendment to the Lease (or new lease, if applicable) adding the Offered Portion to the Demised Premises on the terms set forth in the applicable Offer Notice, so that development may proceed without delay.

Additionally, Tenant requests confirmation that the City will refrain from proceeding with any third-party lease of the Offered Portion in accordance with the Lease while this election is being completed.

Please provide any outstanding technical, commercial, or timing details needed to finalize documentation and move into development planning. Tenant is prepared to proceed expeditiously with diligence, design, and construction.

We appreciate the opportunity and look forward to continuing to work collaboratively with the City to advance development at the Airport.

Sincerely,

Jeremy Gee
Black Forest Ventures Aviation RE, LLC

BLACK FOREST VENTURES

24 WATERWAY AVENUE, SUITE # 225, THE WOODLANDS, TX 77380 / (832) 813-7373

BIG SPRING
TEXAS

Sent Via Electronic Transmission only

May 5, 2026

Mr. Jonathan Hitchcock
Black Forest Ventures Aviation RE, LLC
24 Waterway Avenue, Suite 225
The Woodlands, Texas 77380
jhitchcock@blackforestventures.com

Re: Preliminary Notice — Potential City Project Within Airport Operations Area

Dear Mr. Hitchcock:

The City of Big Spring, Texas (the "City"), as landlord under that certain lease with Black Forest Ventures Aviation RE, LLC (the "Tenant"), provides this preliminary notice to share the Airport Director's current planning concept for a potential City facility within the Airport Operations Area. The contemplated location appears to be within the area described in the lease as the right-of-first-refusal space (the "ROFR Space") and is not currently included in the Demised Premises or the Expansion Space.

1. Planning Status:

At this time, the Airport Director is evaluating a potential project that would involve the city constructing a new building north of the northernmost hangar on the airport's west side and just south of the fuel farm (see attached exhibit). The potential project is conceptual and preliminary; it is in the planning stages and has not been approved. The current contemplated use of the facility is for flight training and, if established, the use of a Civil Air Patrol Squadron.

Any decision to proceed with this project would be subject to, among other things:

1. Review and concurrence by the City Manager.
2. Inclusion in the proposed City budget for FY-26/27.
3. Consideration and approval by the City Council through the City's budget/appropriation process as a new program.
4. Approval of the Federal Aviation Administration (FAA) FAA Form 7460-1 Notice of Proposed Construction or Alteration.

Unless and until those steps occur, the city is not authorizing construction and is not making any commitment to proceed.

2. Intended Use: Flight Training/Civil Air Patrol

If the potential project is approved and constructed, the City's intent is to establish a relationship with a flight training entity to develop a Flight Training Program and request the establishment of a Civil Air Patrol Squadron through the United States Air Force (USAF). The facility would not be used for other aircraft storage purposes.

This communication is provided for transparency and coordination only and is not intended to constitute (and should not be construed as) a solicitation, letter of intent, term sheet, offer, notice, or other communication that would initiate the lease's right-of-first-refusal process.

3. ROFR Process Preserved if a Third-Party Lease is Later Considered

The City recognizes that the lease includes a right-of-first-refusal process that may apply if the City is willing to lease all or any portion of the ROFR Space to a third party under terms reflected in a third-party request or similar proposal.

Accordingly, if the City later determines that it is willing to lease all or any portion of the ROFR Space (including any portion of a City-constructed facility) to a third party, such as to a flight training entity or a Civil Air Patrol Squadron through the USAF in a manner that triggers the lease's right-of-first-refusal procedures, the City will provide the notices and opportunity contemplated by the lease at that time.

4. Coordination and Operational Impacts

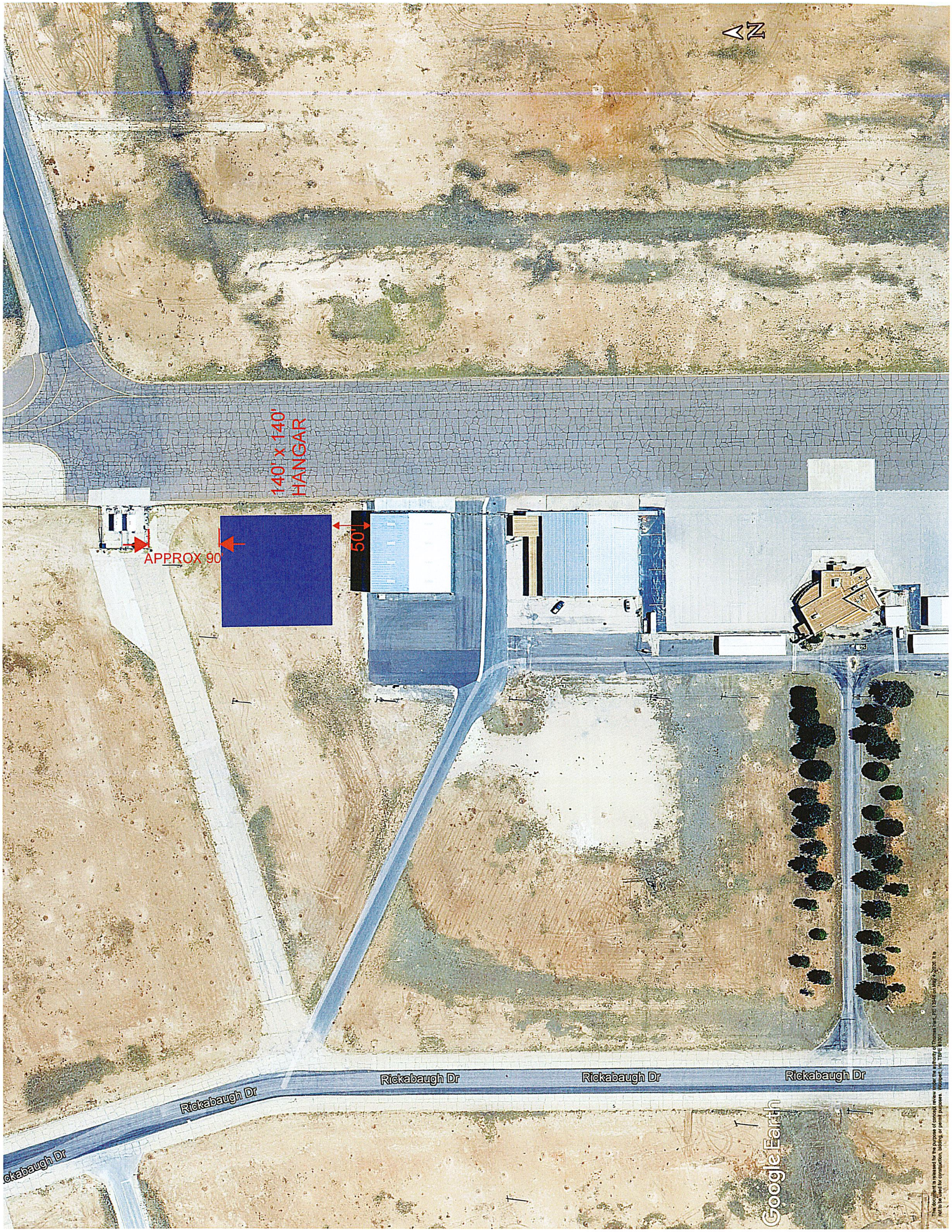
Because the potential project has not been approved, the city does not yet have a construction schedule. If the city advances the potential project to design and/or construction, the Airport Director (or designee) will coordinate with the Tenant regarding anticipated staging, access, security, and utility considerations to minimize operational impacts if it encroaches on the Tenants leased property.

5. No Amendment; No Waiver; Reservation of Rights

This correspondence is provided for planning communication and coordination only. It does not amend the lease, does not waive any rights or remedies of the City or the Tenant, and does not create any binding obligation on the City to proceed with the potential project unless and until it is authorized through the City's applicable approval and budgeting processes and documented in writing as appropriate. Please direct any questions or coordination requests to me.

Sincerely,

Mike Feeley A.A.E.
Airport Director, City of Big Spring
3200 Rickabaugh Dr.
Big Spring, Texas 79720
O: (432) 264-2362C: (432) 466-3385
mfeeley@mybigspring.com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STATE OF TEXAS}

CITY OF BIG SPRING}

<u>AGREEMENT FOR PROFESSIONAL SERVICES</u>

THIS AGREEMENT FOR SERVICE (the "Agreement") is made this ___ day of _______________, 2026, by and between **City of Big Spring**, a political subdivision (the "**City**") and (1) the **Law Offices of ENVIRONMENTAL LITIGATION GROUP, P. C.** (hereinafter referred to as "**ELG**" or "Attorneys"):

<u>WITNESSETH:</u>

WHEREAS, City desires the Attorneys' assistance with legal services and special expertise involving the collection of a delinquent obligation,

NOW, THEREFORE, in consideration of the covenants, terms and conditions contained herein, the City and the Attorneys hereby agree as follows:

1. <u>SERVICES</u>. The Attorneys agree to provide the legal services relating to:

(a) To receive and collect a delinquent obligation owed to the City by judgement within AFFF Products Liability Litigation MDL No. 2873 ("The MDL"). The words "final recovery" when used anywhere in this Agreement mean the total gross amount of any and all moneys, property, and compensation of any and every kind whatsoever realized or received by the City for its claim within the MDL, and shall include, but not be limited to, any and all Attorneys' fees, costs and interest awarded, and

(b) To deduct and retain the Attorneys' fees, out of the proceeds of the final recovery, and to remit the balance, less proper expenses and disbursements, to the City,

(c) To pay any outstanding costs directly from the proceeds of any final recovery, and

(d) To take steps in this matter deemed by the Attorneys to be advisable for the handling of the City's obligation, and endorsing (as its agent) its signature and depositing checks made payable to the City into ELG's trust account(s) to process and disburse the proceeds of any final recovery on the City's behalf.

It is agreed to by the parties that the City may immediately alter, change, reassign, remove or cancel any assignments to Attorneys upon written notice. The City is entitled to all files, documents, electronic transmissions, photographs, images (whether digital or not) upon demand of the City.

2. <u>FEES AND EXPENSES.</u> The parties agree the Attorneys' legal fee in this matter shall be a flat contingent fee of 22% of the final recovery.

The Attorneys expressly agree to consult with the City prior to engaging any expert, consultant, or other professional to assist in the preparation or analysis of the City's claim, if such engagement would result in significantly higher costs than those that would be in the normal range of charges that are customary and normal. Otherwise, the Attorneys will use their judgment to hire the best people/entities that are available. The Attorneys expressly recognizes that nothing in this Agreement shall be construed as abrogating or waiving the City's sovereign immunity from suit, relative to any aspect of this Agreement. To reiterate, it is expressly understood and a condition of entering this Agreement by both parties that under no circumstances shall the City be liable for either fees or costs incurred in connection with this matter unless there is a recovery.

3. TAX MATTERS. The City understands there may be tax consequences with respect to any amounts the City may recover on its obligation, but the Attorneys are not being retained by the City to render, and will not render, any tax advice regarding the tax treatment and reporting of any settlement or recovery related to the City's claim or the legal fees and costs incurred by the City with respect to the City's claims. Accordingly, the City will seek tax advice from other legal or accounting tax professionals selected by the City in its sole discretion. If any part of the amounts recovered on the City's claim is taxable by the City, the City will be solely responsible for reporting to the appropriate tax authorities, and for paying all taxes on such amounts. In no event shall the Attorneys have any responsibility to report or pay any such taxes owed by the City.

4. TERMINATION. Either party may terminate this Agreement by giving the other party a ten (10) day written notice of intent to terminate this Agreement. Upon termination and/or demand the Attorneys shall return all files, records, documents, recordings, or work product to the City generated up through the date of termination and/or demand.

5. NOTICES. All notices that may at any time be required to be given hereunder shall be deemed to have been properly given if sent by registered or certified mail, postage prepaid or by personal delivery, and addressed, if sent to the Attorneys, as follows:

Environmental Litigation Group, P. C.
Attention: Gregory A. Cade, Esquire
2160 Highland Avenue South
Birmingham, Alabama 35205

And to the City as follows:

City of Big Spring
ATTN: Legal Department
310 Nolan Street
Big Spring, Texas 79720

Notwithstanding the foregoing, the parties agree that should ELG's address change, written notice of the address change sent by registered or certified mail, postage prepaid or by personal delivery, and properly addressed to the City with a copy to the City Attorney shall be deemed sufficient to amend Paragraph 6 only of this Agreement only if the change is acknowledged in writing by the City Attorney.

6. IMMIGRATION ACT COMPLIANCE. (a) The Attorneys represent and warrant that they do not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act"). (b) The

Attorneys represent and warrant that they will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that the Attorneys are enrolled in the E-Verify program. During the performance of this Agreement, the Attorneys shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations. (c) the Attorneys agree to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for the Attorneys on the Project in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. The Attorneys represent and warrant that they shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which the Attorneys know is not in compliance with the Act. (d) By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

7. INDEPENDENT CONTRACTOR. The Attorneys are independent contractors of the City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the City and the Attorneys. Further, the City retains no control or authority with respect to its means and methods in which the Attorneys (or any of its employees or representatives) performs the Work.

8. ASSIGNMENT. Inasmuch as this Agreement is for professional services which rely upon the personal and professional integrity, financial standing and unique ability, and expertise of the Attorneys to provide professional services to the City, the parties agree that the Attorneys may not assign its obligations, rights or interest under this Agreement.

9. ASSOCIATION WITH CO-COUNSEL. The Attorneys shall, at all relevant times, act as the lead lawyers in this matter. The Attorneys may also associate Co-Counsel if it believes it advisable or necessary. However, the amount of fees paid by the City will not be increased by Co-Counsel's involvement or work in this matter and any Co-Counsel's fees shall be paid out of the fees due to the Attorneys. If the Attorneys associate Co-Counsel, the City shall be notified in writing of such Co-Counsel's identity, its qualifications and any relevant matters pertaining to the expertise and utilization of said Co-Counsel, the fee share, and the basis for it. The City shall provide written approval of such association of Co-Counsel and fee allocation. In any and all events and throughout the handling of this matter, Gregory Cade shall serve as lead counsel.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding between the City and the Attorneys with respect to the matters set forth herein, and all understandings and agreements heretofore existing are superseded by this Agreement. No change or alteration to this Agreement shall be binding upon either party unless it is in writing and signed by both parties.

11. NO WAIVER. Either party's delay in enforcing or exercising or failure to enforce or exercise any provision of this agreement or rights existing hereunder shall not in any way be construed as or constitute a waiver of any such provision or right or prevent that party thereafter from enforcing each and every other provision or right of this agreement. Any express waiver of

any obligation by either party in any one instance shall not limit or waiver in any other instance.

12. SEVERABILITY. All provisions, terms and conditions of this Contract shall be deemed to be severable in nature. If, for any reason, the provisions contained herein are held to be to any extent invalid or contrary to the Constitution of the State of Texas or any statute or applicable law, then to the extent that such provisions are, or shall be, valid and enforceable under applicable law, then this Contract shall be construed and interpreted to provide for maximum enforceability under applicable law.

13. RELATIONSHIP; NO THIRD-PARTY BENEFICIARY. The City and the Attorneys agree that neither this Agreement nor any act of the Attorneys or of the City shall be deemed or construed by either of the parties or by third persons to create any relationship of principal and agent, or of a limited or a general partnership, or of a joint venture, or of any association or relationship between the City and the Attorneys other than as set forth herein. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary or otherwise.

14. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by and performed in accordance with the laws of the State of Texas. The parties agree that venue concerning any dispute regarding the terms and enforcement of this Agreement shall only be in the State Courts of Texas in Howard County.

15. NON-DISCRIMINATION. During the performance of this contract the Attorneys agree as follows:

(A) The Attorneys will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. The Attorneys will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Attorneys agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(B) In the event of the Attorneys' noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and the Attorneys may be declared ineligible for further municipal contracts.

16. COUNTERPARTS. This Agreement may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed Agreement or counterpart shall be deemed and shall have the same legal force and effect as, an original document.

IN WITNESS WHEREOF, the parties hereof have caused this Amended Agreement to be executed and sealed, in duplicate originals, by their duly authorized officers.

ATTEST:	**City of Big Spring**
By:______________________________	By:______________________________
Title: ____________________________	Title: ____________________________
WITNESS:	**ENVIRONMENTAL LITIGATION GROUP, P.C.**
______________________________	______________________________
	Its:______________________________

Approved as to Form:

____

City Attorney Office

CLASS ACTION CAPITAL RECOVERY SERVICES AGREEMENT

Class Action Capital Recovery, LLC d/b/a Class Action Capital ("CAC") thanks you for choosing us as your recovery services provider to assist with the collection of a delinquent obligation owed to **City of Big Spring** ("Company") by judgment in In Re Aqueous Film-Forming Foams Products Liability Litigation, Case No. 2:18-md-02873 (D.S.C.) **(**the "Obligation"). By signing this Recovery Services Agreement ("Agreement"), Company and CAC acknowledge and agree that the following terms and conditions will govern the parties' relationship and responsibilities:

1. Scope of CAC's Services

1.1 By signing below, the undersigned certifies that they are authorized to enter into a binding contract on behalf of Company with respect to the services described herein. Company further certifies it is aware that (a) a class action settlement has been reached with various chemical manufacturers (b) Company is entitled to accept a recovery pursuant to such class action settlement (instead of opting out of the class action settlement and pursuing a recovery outside of the class action); (c) it is possible that there may be no recovery (or a lesser recovery) by opting out and thereby foregoing the recovery under the class action settlement, (d) CAC has not provided any recommendation on whether to opt out of such class action settlement, and (e) additional information about such class action settlement can be found on the official court-approved website: https://www.pfaswatersettlement.com.

1.2 Company acknowledges and agrees that CAC has recommended that it consider hiring an attorney ("Legal Counsel") in connection with the Obligation. Company understands that it has sole and complete authority to choose its Legal Counsel. Company also understands that CAC is not affiliated with any Legal Counsel and any information that CAC may provide regarding potential Legal Counsel is not an endorsement or recommendation of such Legal Counsel.

1.3 CAC shall assemble and provide data, analysis, and information to Company and to Legal Counsel in connection with the Obligation and shall facilitate communication between Company and Legal Counsel. Company will cooperate fully with CAC and provide CAC with the assistance and documentation that CAC deems necessary so that CAC may provide such data, analysis and information to Company and Legal Counsel for the purpose of Legal Counsel providing recovery services to Company. Company also authorizes Legal Counsel and CAC to communicate fully regarding the Obligation for the purpose of Legal Counsel providing recovery and collection assistance to Company.

1.4 At all times, Company and CAC intend that communications between themselves in connection with the Obligation (and between any combination of themselves and Legal Counsel) shall be confidential. Company and CAC agree that such communications, data, analysis and information shall be treated as confidential and proprietary and shall not be disclosed to any third party without the prior written consent of the other party, except as may be required by law.

1.5 In addition, Company, CAC and Legal Counsel agree to share information as reasonably necessary to facilitate the collection of the Obligation. Any information shared among Company, CAC and Legal Counsel in connection with the Obligation shall be treated as confidential and shall not be disclosed to third parties except as required by law or as necessary to effectuate the collection of the Obligation.

1.6 CAC will use reasonable efforts to provide data, analysis and information in connection with the Obligation. Company understands that CAC cannot guarantee any particular recovery, nor can CAC control or predict the timing of any recovery. To the extent permitted by applicable law, CAC disclaims any and all express or implied warranties, including any alleged to arise from the course of dealing or course of performance.

1.7 Company shall not enter into a similar Agreement with another party without prior consultation with CAC.

1.8 CAC is an independent contractor and not an employee of Company. The parties acknowledge and agree that they are not partners or joint venturers with each other in any respect.

1.9 Company understands that this is not a contract for legal services and does not provide for Company's legal representation. CAC's services are limited to assisting Company with the collection of a delinquent obligation.

1.10 CAC is not a law firm, does not practice law, and is not professing to possess any specialized legal skills. CAC is not providing legal advice to Company and is not providing tax, financial or accounting advice to Company.

2. Fee for Services

2.1 As compensation for the services described herein, Company agrees that CAC shall receive eleven percent (11%) of the final recovery ("Recovery Proceeds") with respect to the Obligation ("CAC Fee"). To be clear, Recovery Proceeds shall consist solely of funds actually recovered on Company's behalf, and any CAC Fees shall be based on such Recovery Proceeds. Recovery Proceeds shall be determined without taking into consideration (a) any attorney fees or expenses or costs of any kind incurred in connection with obtaining or collecting such, (b) any taxes payable by Company or any of its affiliates or equity holders, or (c) recoupments or set-offs of any kind in respect of any counterclaims or cross-claims.

2.2 In the event that the Recovery Proceeds are paid directly to Company, Company shall send CAC its CAC Fee within thirty (30) days of receipt of payment.

2.3 If Company recovers nothing on the Obligation (that is, there are no Recovery Proceeds), CAC shall recover nothing. The CAC Fee is all-inclusive and includes expenses and costs that may be incurred by CAC. This Agreement shall inure to the benefit of and be binding upon any successors and assigns of any of the parties.

3. Resolution of Disputes

3.1 Company and CAC each agree to waive any right to a jury trial.

3.2 Any dispute, claim, or controversy must be brought in a state court sitting in Howard County, Texas.

4. Limitation of Liability / Choice-of-Law / Entire Agreement

4.1 CAC's maximum liability to Company may not exceed the dollar amount paid to CAC pursuant to this Agreement.

4.2Neither party may recover from the other any incidental, punitive, or consequential damages.

4.3 This Agreement shall be governed by the laws of the State of Texas without reference to its choice-of-law principles.

4.4 Company has not relied on any representations or statements by CAC or its agent in connection with this Agreement. This Agreement (a) supersedes any oral agreements or understandings or other written agreements between the parties, (b) represents the entire agreement between the parties with respect to the subject matter hereof, and may be modified only in a writing signed by the parties.

4.5 There are no third-party beneficiaries to this Agreement.

Agreed to and accepted by

City of Big Spring

By: ____

(Print Name)

Its: ____

(Title)

Signature: ___________________________________

Date: ______________________________________

CLASS ACTION CAPITAL RECOVERY, LLC

By: _______________________________________
(Print Name)

Its: _______________________________________

(Title)

Signature: ___________________________________

Date: ______________________________________

RESOLUTION NO. ___________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO A MULTIPLE-USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ALLOWING THE INSTALLATION AND OPERATION OF AUTOMATED LICENSE PLATE RECOGNITION CAMERAS IN TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Big Spring City Council has determined that the addition of Automatic License Plate Recognition (ALPR) cameras will increase public safety and aid the Big Spring Police Department in its crime prevention efforts and strategies; and

WHEREAS, the Big Spring City Council desires to engage with the Texas Department of Transportation (TxDOT) and asks that Flock safety be allowed to place ALPR cameras in the TxDOT right-of-way on behalf of the City of Big Spring; and

WHEREAS, the Big Spring City Council finds it to be in the public interest to authorize the City Manager or his Designee to sign a Multiple-Use Agreement with TxDOT;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, THAT:

SECTION 1. The City of Big Spring, acting by and through its governing body, hereby authorizes the City Manager or his Designee to enter into a Multiple-Use Agreement with TxDOT for the installation and operation of ALPR cameras in the TxDOT right-of-way.

SECTION 2. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED on the first reading at a regular meeting of the City Council on the _____ day of ___________, **2026**, with all members of the Council present voting "aye" for passage of the same.

PASSED AND APPROVED on the second and final reading at a regular meeting of the City Council on the _______ day of ___________, **2026**, with all members of the Council present voting "aye" for passage of the same.

____
Robert H. Moore III, Mayor

ATTEST:

____
Tami L. Davis, City Secretary

Flock Safety + TX - Big Spring PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Patrick Kenefick
patrick.kenefick@flocksafety.com
+19414040528

Quote Number: Q-188281
Expiration Date: 03/27/2026

flock safety

flock safety

ORDER FORM

Customer:	TX - Big Spring PD
Legal Entity Name:	TX - Big Spring PD
Accounts Payable Email:	cwilliams@bigspringpd.net
Address:	3611 W Hwy 80 Big Spring, Texas 79720

Initial Term:	18 Months
Renewal Term:	24 Months
Payment Terms:	Net 30
Billing Frequency:	Total Contract Billed at Signing
Retention Period:	30 Days

Hardware and Software Products

Recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$29,500.00**
Flock Safety LPR Products			
Flock Safety LPR Flex, fka Falcon Flex	Included	2	Included
Flock Safety LPR, fka Falcon	Included	6	Included
Flock Safety LPR, fka Falcon	Included	1	Included
Flock Safety Platform Add Ons			
Additional Battery Pack	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	$100.00	6	$600.00
Professional Services - Standard Implementation Fee	$100.00	1	$100.00
		Estimated Tax:	$0.00
		Contract Total:	$44,950.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Special Terms:

Upon execution of this Agreement, the Term for Flock Hardware shall commence upon first installation and validation per each phase as identified in the chart below ("Phase"), except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Upon completion of installation and validation of total Phases, the Customer agrees that the Term of all Phases will run coterminous in accordance with the Term of Phase 1. In the event of any overlap in subscription terms (meaning the period from the effective date until expiration or termination of an agreement) and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on the execution date of a new agreement. To the extent applicable, any prorated amounts provided are subject to change based on term commencement of first hardware validation of products referenced within each Phase.

Billing Schedule

Billing Schedule	Amount (USD)
Total Contract Due at Signing	$44,950.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$0.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$7,450.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR Flex, fka Falcon Flex	Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Additional Battery Pack	External battery pack attachment utilized to extend the life of Flock Products
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Create a list of vehicles of interest and receive real-time alerts when they are detected by your Flock LPR cameras.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/terms-and-conditions.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Customer: TX - Big Spring PD**	
By:	Signed by: 1024FAF1F68A40F...	By:	Signed by: Chad Williams 44E1CABD4E344B9...
Name:	Dan Haley	Name:	Chad Williams
Title:	Chief Legal Officer	Title:	Chief of Police
Date:	3/18/2026	Date:	3/18/2026
		PO Number:	